

## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Twentieth day of April in the year of our Lord one thousand and Eight, between Leora M. Warren and Charles S. Warren, her husband, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and L. U. Todd of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

Lot number Seventy-one (71) on Pennsylvania street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part of of the second part

Payable three years after date with interest thereon according to the terms of said note & coupons thereto attached.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Leora M. Warren [SEAL]

Charles S. Warren [SEAL]

[SEAL]

## STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of April A. D. 1908, before me, Jennie Watt a Notary Public in and for said County and State, came Leora M. Warren and Charles S. Warren, her husband to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 30<sup>th</sup> Mch. 1912

Jennie Watt Notary Public.

Filed for Record the 5<sup>th</sup> day of May A. D. 1908, at 8<sup>40</sup> o'clock A. M.

P. A. C. Armstrong Register of Deeds.  
E. C. Armstrong Deputy.

The following is a copy of the original instrument of this mortgage as recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 24<sup>th</sup> day of April, 1908, at Lawrence, Kansas.

Recorded Oct. 24<sup>th</sup> 1908  
P. A. C. Armstrong  
Register of Deeds.