

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Eighth day of May in the year of our Lord one thousand  
hundred and eight between James B. Kelsey and  
his wife Marie E. Kelsey of Lawrence in the County of  
Douglas and State of Kansas of the first part, and  
Lee Jones of the second part:

Witnesseth, That the said part 2 of the first part, in consideration of the sum of  
Five 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 1 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:

All of Lot number One hundred and twenty  
five (125) and the east twenty (20) feet of Lot  
number One hundred and ninety three (193)  
all in Block Number Eleven (11) in that part  
of the City of Lawrence formerly known as North  
Lawrence Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said  
James B. Kelsey and Marie E. Kelsey hereby covenant and agree that  
 at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible

estate of inheritance therein, free and clear of all incumbrances and that they will warrant and  
defend the same against all persons lawfully claiming  
or to claim the same. This Grant is intended as a Mortgage to secure the payment of the sum of  
Five hundred Dollars.

according to the terms of One certain promissory note this day executed

and delivered by the said James B. Kelsey and Marie E. Kelsey to the said part 1 of the second part  
payable one year after date with interest at the rate of six per  
cent per annum from date principal and interest payable at  
the Lawrence National Bank - Lawrence Kansas.

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 1 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 1 making such sale, on demand, to said parties of the first part  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

James B. Kelsey [SEAL]  
Marie E. Kelsey [SEAL]  
 [SEAL]

## STATE OF KANSAS.

County of Douglas ss.

BE IT REMEMBERED, That on this 8th day of May A. D. 1908, before me,

James Brooks a Notary Public in and for said County and State, came  
James B. Kelsey and Marie E. Kelsey  
to me personally known to be the same

persons 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. -R-

My Commission Expires November 8 - 1909.

James Brooks  
 Notary Public.

Filed for Record the 11 day of May - A. D. 1908, at 2:30 o'clock A. M.

W. Armstrong Register of Deeds.  
By W. E. Armstrong Deputy.

(The following is a reference to the original instrument)  
 The note herein described in this mortgage is full, this mortgage is hereby released and the  
 same is hereby acknowledged. At witness my hand this 17 day of May A. D. 1908.

Lee Jones

Brended May 22 1911  
Floyd Lawrence  
Register of Deeds.