

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 2<sup>nd</sup> day of May in the year of our Lord one thousand eight  
eight, between Maggie Jordan and David Jordan  
husband and wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Eben Baldwin of the second part:

Witnesseth, That the said part 2<sup>nd</sup> of the first part, in consideration of the sum of  
Two hundred DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage  
to the said part 2<sup>nd</sup> 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:

Commencing at a point 140 feet north of the center of Elliott Street on the  
west line of Block 25, thence east 165 feet parallel with the south  
line of Elliott Street to the center of Block 25, thence north  
parallel with the west line of Block 25 110 feet thence west  
parallel with the south line of Elliott Street 165 feet to the west line  
of Block 25, thence south along the west line of Block 25 110 feet  
to the place of beginning, all being in Block 25 in that part of the  
City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 2<sup>nd</sup> of the first part therein. And the said  
Maggie Jordan & David Jordan do 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

This Grant is intended as a Mortgage to secure the payment of the sum of

\$ 200.00

according to the terms of one certain note this day executed  
and delivered by the said Maggie Jordan & David Jordan to the said part 2<sup>nd</sup> of the second part

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 2<sup>nd</sup> 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 2<sup>nd</sup> making such sale, on demand, to said Maggie Jordan & David Jordan  
heirs and assigns.

IN WITNESS WHEREOF, The said part 2<sup>nd</sup> of the first part has hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

Mrs. Maggie Jordan [SEAL]

David Jordan [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 7<sup>th</sup> day of May A. D. 1908, before me,

J. H. Mitchell a Notary Public in and for said County and State, came

Maggie Jordan and David Jordan husband and

wife 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 January 25<sup>th</sup> 1911

J. H. Mitchell  
Notary Public.

Filed for Record the 5 day of June A. D. 1908, at 2<sup>52</sup> o'clock A. M.

A. W. Cunningham Register of Deeds.  
By A. C. Cunningham Deputy.

For Release See Book 57 Page 186.