

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 24th day of July in the year of our Lord thirteen hundred and Eight, between J. Joseph Williamson and Rosa Williamson, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. F. Howell of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in and sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 Sixty-three (63) on New York 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 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 Eight hundred and Fifty 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 party of the second part payable four years after date with interest thereon according to the terms of said note and 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 party 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 party 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 hand and seal 24 the day and year first above written.

Signed, Sealed and Delivered in presence of

Hugh Blair

Joseph Williamson [SEAL]

Rosa Williamson [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

WE IT REMEMBERED, That on this 24th day of July A. D. 1908, before me,

C. F. Howell

Hugh Blair a Notary Public in and for said County and State, came

Joseph Williamson and Rosa Williamson

his 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 28th Dec. 1909

Hugh Blair

Notary Public.

Filed for Record the 25th day of July A. D. 1908, at 8¹⁵ o'clock P. M.

W. Armstrong Register of Deeds.

By C. F. Armstrong Deputy.

For Release See Book 48 Page 612

(Mar. 1909) See Book 51 Page 179