

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 4<sup>th</sup> day of August in the year of our Lord nineteen hundred and eight, between Edgar F. de Sheen (unmarried) of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. C. Chase of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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:

An undivided interest in Lots number One (1) Two (2) Three (3), thirty-four (34) Thirtythree (33) and Thirty-two (32) in Babcock's Enlarged Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said party of the first part of an undivided interest in the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, subject to a first mortgage of \$7500.00. This Grant is intended as a second Mortgage, to secure the payment of the sum of \$7500.00

according to the terms of one certain note this day executed and delivered by the said Edgar F. de Sheen to the said party of the second part payable on or before one year after date, bearing interest at six per cent.

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 party of the first part heirs and assigns.

IN WITNESS WHEREOF, The said party 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 Edgar F. de Sheen [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of August A. D. 1908, before me, Gertrude Standing, a Notary Public in and for said County and State, came Edgar F. de Sheen (unmarried) 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 July 5 1911 Gertrude Standing, Notary Public.

Filed for Record the 4<sup>th</sup> day of Aug, A. D. 1908, at 8<sup>12</sup> o'clock P. M.

Wm. Armstrong, Register of Deeds. J. Blair Armstrong, Deputy.

The following is a copy of the original mortgage... recorded July 10, 1908... by Edgar F. de Sheen...

Recorded June 10, 1910 by J. Blair Armstrong