

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 15th day of August in the year of our Lord 1908
hundred and eight (1908), between Martha E. Allen
and Frank D. Allen, husband and wife in the County of
Douglas and State of Kansas of the first part, and

E. J. Kruger

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One thousand (1000) 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 y 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 One hundred and nineteen (119) One
hundred and twenty one (121) One hundred and
twenty three (123) One hundred and twenty five (125) One hundred
and twenty seven (127) On High Street Baldwin City County
and State aforesaid, Party of the first part reserves the right to pay
all or any part of the note at any interest paying time.

with all the appurtenances, and all the estate, title and interest of the said part us 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 owner of the premises, above granted, and seized of a good and indefeasible
 estate of inheritance therein, free and clear of all incumbrances.

One thousand (1000) Dollars.

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

according to the terms of One certain Note this day executed

and delivered by the said Martha E. Allen & Frank D. Allen to the said part y of the second part

Said note due two years after date and drawing interest at the rate of 8%
per annum payable quarterly in each year.

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 y 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 y making such sale, on demand, to said Martha E. Allen & Frank D. Allen
 heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

E. T. Howard

Martha E. Allen [SEAL]

Frank D. Allen [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BETTER REMEMBERED, That on this 15th day of August A. D. 1908, before me,

A. B. May a Notary Public in and for said County and State, came

Martha E. Allen and Frank D. Allen

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 November 17-1911-

A. B. May

Notary Public.

Filed for Record the 20th day of Aug, A. D. 1908, at 2⁰⁰ o'clock A. M.

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

City of Lawrence is and was on the original instrument
 the same being recorded having been filed in full, they
 were being released and the same being created by
 charged as herein and this 14th day of September 1910
 E. J. Kruger

Recorded Sept. 14, 1910
 Floyd L. Lawrence
 Register of Deeds