

# MORTGAGE RECORD No. 45.

119

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

This Indenture, Made this 13<sup>th</sup> day of October, in the year of our Lord 1908  
hundred and Eight, between L. J. Eberhart and  
Elizabeth J. Eberhart, his wife, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Hugh Blair of the second part:  
 Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Three 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 2<sup>d</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:  
Lot number One hundred and Six (106) on New  
Jenny 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 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  
Three hundred 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 part 2<sup>d</sup> of the second part.  
Payable three 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 part 2<sup>d</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 party making such sale, on demand, to said  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> 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

Jessie Watt L. J. Eberhart [SEAL]  
Elizabeth J. Eberhart [SEAL]  
 [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 13<sup>th</sup> day of Oct., A. D. 1908, before me,

Jessie Watt a Notary Public in and for said County and State, came  
L. J. Eberhart & Elizabeth J. Eberhart 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 20<sup>th</sup> Mch. 1912 Jessie Watt Notary Public.

Filed for Record the 17<sup>th</sup> day of Oct., A. D. 1908, at 11<sup>30</sup> o'clock A. M.

Alv. Ametown Register of Deeds.  
Ray E. O. Ametown Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand and seal this 13th day of Oct. A. D. 1908.

Recorded Oct 21 1911  
 1908 L. Lawrence  
 Register of Deeds  
 (L. J. Eberhart & Elizabeth J. Eberhart)