

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Third day of October in the year of our Lord 1908
hundred and eight, between
Mary J. Howell (widow) of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
J. B. Osborne of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Six 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 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 Nine (1) Vermont Street in the City
Lawrence - Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Mary J. Howell do hereby covenant and agree that
at the delivery hereof She 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
Six hundred Dollars
according to the terms of one certain note with coupons this day executed
and delivered by the said Mary J. Howell to the said party of the second part
his heirs or assigns

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 Mary J. Howell.
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Mary J. Howell [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Anderson County } ss.

BE IT REMEMBERED, That on this 6th day of October A. D. 1908, before me,
J. B. Osborne a Notary Public in and for said County and State, came

(23)

Mary J. Howell
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 June 13 1910

J. B. Osborne Notary Public,
Sumner, Kansas

Filed for Record the 15th day of Oct

A. D. 1908, at 2 o'clock P. M.

Wm. C. Armstrong Register of Deeds.
By Elsie C. Armstrong Deputy.

THIS INSTRUMENT IS RETURNED TO THE OFFICE OF THE REGISTER OF DEEDS

FOR THE PURPOSE OF RECORDING. AS WITNESSED BY THE REGISTER OF DEEDS, A. D. 1908.

WITNESSED BY THE REGISTER OF DEEDS, A. D. 1908.

Recorded Jan. 13 - 1911.

Ex. 1117, 7, 1908.

Recorded Oct 21 1909
 The foregoing instrument was duly acknowledged before me and the same is hereby certified having been paid in full.
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