

MORTGAGE RECORD No. 45.

137

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

This Indenture, Made this Sixteenth day of October in the year of our Lord one thousand
hundred and eight, between Ira L. Seaman and Mary
A. Seaman his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Richard W. Carter of Missouri State of Florida of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Two 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 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 No. One hundred and twenty-eight (128)
on Indiana Street in the City of Lawrence,
according to the plat of said City.

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

Two hundred dollars

according to the terms of one certain note & coupon this day executed

and delivered by the said parties of the first part to the said party of the second part

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 hands and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

Ira L. Seaman [SEAL]

Mary A. Seaman [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 27th day of October A. D. 1908, before me,

Joseph E. Ruggs a Notary Public in and for said County and State, came
Ira L. Seaman and Mary A. Seaman 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 March 27th 1909

Joseph E. Ruggs Notary Public.

Filed for Record the 5 day of Nov. A. D. 1908, at 2⁵⁵ o'clock, P. M.

W. C. Armstrong Register of Deeds.
By Alice C. Armstrong Deputy.

The following is typed on the original instrument.
The note herein described having been paid in full, this
mortgage is hereby released, and the lien thereby created
discharged. As witness my hand this 5th day of November
A. D. 1908
Richard W. Carter.

Recorded Dec. 22-1909

Floyd L. Lawrence
Register of Deeds
Monroe A. F. Lawrence
Deputy