

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of December in the year of our Lord nineteen  
hundred and Eight, between: Ephraim E. Landrum, and  
Clara B. Landrum his wife, of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Mrs. M. E. Milner of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Eleven Hundred DOLLARS,  
then 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 her 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 Eight (8) in Block No Twenty Two (22) of  
Sinclair's addition to the City of Lawrence, in 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 indefensible  
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  
Eleven Hundred Dollars  
according to the terms of a certain note this day executed  
and delivered by the said Parties of the first part to the said party of the second part  
her heirs and 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 her 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 hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

Ephraim E. Landrum (SEAL)

Clara B. Landrum (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1<sup>st</sup> day of Dec. A. D. 1908, before me,

J. E. Harris a Notary Public in and for said County and State, came  
Ephraim E. Landrum and Clara B. Landrum  
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 June 11<sup>th</sup> 1911

J. E. Harris Notary Public.

Filed for Record the 7<sup>th</sup> day of Dec. A. D. 1908, at 8<sup>30</sup> o'clock A. M.

Alb. Armstrong Register of Deeds.  
By Chas. Armstrong Deputy.

Recorded plus 31910 The following is endorsed on the original instrument: The parties hereto have acknowledged this mortgage and the same is not subject to any lien or claim of any kind. Signed and sealed this 31st day of Dec. 1908. J. E. Harris, Notary Public.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same to the

ATTEST  
J. E. Lawrence