

MORTGAGE RECORD No. 45.

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

This Indenture, Made this ninth day of February in the year of our Lord one thousand and nine hundred and five, between Bertie Taggart Jackson of Douglas and State of Kansas, of the first part, and her husband Lewis Jackson of Douglas and State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred and Fifty (\$850.) 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 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:

Ac. No. Five (5) in Block No. Twenty two (22) of Sinclair's Addition to the City of Lawrence.

Subject, however, to a mortgage of \$1000. recorded in Book "43" at page 448, and to a second mortgage of \$500. recorded in Book "13" at page 506, records of 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 Bertie Taggart Jackson & Lewis Jackson do hereby covenant and agree that, at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except as above noted & that they will warrant & defend to and in the said & personal possession of said party of the second part, her heirs & assigns for ever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of \$850.

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said part of the second part ing in one year from date with interest as evidenced by coupons attached thereto, and being given for part purchase money of above described property.

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 their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Bertie Taggart Jackson [SEAL]

Lewis Jackson [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of February A. D. 1909, before me,

the undersigned a Notary Public in and for said County, and State, came Bertie Taggart Jackson and Lewis Jackson her husband husband 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 October 13 - 1909

C. G. Lawler Notary Public.

Filed for Record the 10th day of Feb. A. D. 1909, at 2 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

For Release and Book #3 Page 54
For argument see Book 47 Page 349

The following is enclosed on the original instrument
The note being described herein below, shall in full take mortgage
Recorded Aug. 5, 1910