

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 20th day of February in the year of our Lord nineteen
hundred and nine, between J. R. Woodward and Martha E.
Woodward, his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
L. U. Todd of the second part:

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

Lots numbers Forty-two (42) and Forty-three (43) on South side
of Oak street. Lots numbers Fifty-one (51), Fifty-two (52), Fifty-three
(53), Fifty-four (54) & Fifty-five (55) on North side of Oak street, and Lots numbers
One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) Eight (8) on South side
of Walnut street, all in Simpson's Sub-division in that part of the City of
Lawrence, Kansas, formerly known as North Lawrence.

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
Thirteen 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 party 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 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, attorney in law, or other person designated by the mortgagee in writing, who shall receive the same as agent or
IN WITNESS WHEREOF, the said parties 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

Jennie Watt

J. R. Woodward [SEAL]

Martha E. Woodward [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of Feb. A. D. 1909, before me,

Jennie Watt a Notary Public in and for said County and State, came
J. R. Woodward and Martha E. Woodward, 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 30th Mch. 1910.

Jennie Watt Notary Public.

Filed for Record the 23rd day of Feb. A. D. 1909, at 9³⁰ o'clock A. M.

Joseph J. Lawrence Register of Deeds.
 Deputy.

The foregoing is endorsed on the original instrument and the
 note herein described having been paid in full, this mortgage
 is hereby released and the parties thereto are discharged. As witness my hand this
 20th day of February, A. D. 1909.
L. U. Todd
Notary Public
after calling on them
at their residence
at Lawrence, Kan.

Recorded April 19-1911
Joseph J. Lawrence
Register of Deeds

This instrument is endorsed on the original instrument and the
 note herein described having been paid in full, this mortgage is
 hereby released and the parties thereto are discharged. As witness my hand this
 20th day of February, A. D. 1909.

Recorded Feb 9 1911