

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 20<sup>th</sup> day of February in the year of our Lord one thousand nine hundred and nine, between D. O'Brien, single, of the City of Lawrence in the County of

Douglas and State of Kansas, of the first part, and A. S. Boardman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three Hundred DOLLARS, to him 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:

Notes numbers One (1), Two (2), Three (3) Four (4) and Five (5) in Addition number Four (4) in that part of the City of Lawrence, Kansas, known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof he is 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 Three Hundred Dollars, according to the terms of One certain Note this day executed

and delivered by the said Party 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 & 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, 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 Party of the first part, her heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt

D. O'Brien [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

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

Jennie Watt a Notary Public in and for said County and State, came D. O'Brien single 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 30 Mch 1912 Jennie Watt Notary Public.

Filed for Record the 28 day of February A. D. 1909, at 9<sup>15</sup> o'clock A M.

Frederick L. Lawrence Register of Deeds.  
Deputy.

(This following is endorsed on the original instrument)  
The note herein described having been paid in full, this day of January, A. D. 1911,  
Men thereby created discharged. As witness my hand and seal of office.  
A. S. Boardman  
Margaret Boardman

Recorded Feb 9 1914  
Frederick L. Lawrence  
Register of Deeds  
Frederick L. Lawrence