

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 22 day of February in the year of our Lord thirteen  
hundred and nine, between Theresa A. Underdown unmarried  
 of Lawrence in the County of  
Douglas and State of Kansas of the first part, and  
John W. Steele of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
One Hundred and Eighty five DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has 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. Five (5) Groves Sub. Division of South West  
Quarter of Block No. Five (5) Earl's Addition to the City of  
Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Theresa A. Underdown do hereby covenant and agree that  
 at the delivery hereof she 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  
\$185.00  
 according to the terms of one certain note this day executed  
 and delivered by the said Theresa A. Underdown to the said party of the second part  
being for a balance of the purchase price of said premises.

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 part making such sale, on demand, to said Theresa A. Underdown,  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Theresa A. Underdown [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 22 day of February A. D. 1909, before me,



L. S. Steele a Notary Public in and for said County and State, came

Theresa A. Underdown unmarried -

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 20 1910.

L. S. Steele

Notary Public.

Filed for Record the 23 day of Feb. A. D. 1909, at 11 o'clock A. M.

Floyd L. Lawrence

Register of Deeds.

Deputy.

The following is endorsed 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 23 day of Feb. A. D. 1909  
John W. Steele

Recorded Feb 23 1911  
 Lloyd L. Lawrence  
 Register of Deeds

Recorded Dec 2nd 1910