

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 26th day of February in the year of our Lord one thousand and nine hundred and nine, between L. S. Glenn and Martha Glenn Husband and Wife Lawrence in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred and Eighty five 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:

Lot No. Six (6) in Groves Sub-Division of South West Quarter of Block No. Five (5) Carl'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 L. S. Glenn & Martha Glenn 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.

This Grant is intended as a Mortgage to secure the payment of the sum of \$ 185 according to the terms of one certain note this day executed and delivered by the said L. S. Glenn & Martha Glenn to the said part of the second part as part 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 part 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 L. S. Glenn & Martha Glenn their heirs and assigns.

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

L. S. Glenn. [SEAL]

Martha Glenn. [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BETTER REMEMBERED, That on this 26th day of Feb. A. D. 1909, before me,

L. S. Steele a Notary Public in and for said County and State, came L. S. Glenn and Martha Glenn 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 20 - 1910

L. S. Steele. Notary Public.

Filed for Record the 26th day of Feb. A. D. 1909, at 7²⁰ o'clock P. M.

Joseph Lawrence Register of Deeds.
Deputy.

The following is acknowledged by the undersigned instrument to be legally released and the Ken hereby created discharged. As witness my hand this 26th day of Feb. A. D. 1909.

Recorded Jan. 26th 1910
Hoyt L. Lawrence
Register of Deeds