

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 12th day of March in the year of our Lord Twentieth
Hundred nine, between Ernest H. May - single and
unmarried of Lawrence in the County of
Douglas and State of Kansas, of the first part, and W. D. Goode

of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Three Hundred Seventy Five 00 DOLLARS,
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
 to the said part of 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. one hundred and Twenty Four
(124) on Rhode Island Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said
Ernest H. May do thereby 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 Seventy Five Dollars
 according to the terms of note certain Note this day executed
 and delivered by the said Party of the First Part to the said part of of the second part
for the principal sum of \$375 & bearing 7% interest from date
value received

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 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 of making such sale, on demand, to said Party of the First Part his
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. E. Garris

Ernest H. May [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of March A. D. 1909, before me,

J. E. Garris a Notary Public in and for said County and State, came
Ernest H. May - who says he is single and
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 11th 1911

J. E. Garris

Notary Public.

Filed for Record the 10th day of March A. D. 1909, at 9⁰⁰ o'clock A. M.

Floyd L. Lawrence Register of Deeds.
 Deputy.

In ~~the~~ Release see Book 47 Page 280

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The following is returned as the original to the Register of Deeds.

Recorded Nov 14 1913