MORTGAGE RECORD No. 45.

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MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. This Indenture, Mode this Lowerty sighty of March____ in the year of our Lord nine trees_____ hundred & mine _____, between Charles E. Penny & Et Ether Benny Kurband Ed wiff ______ of Lawrence in the County of Nushann of the second part of th to Theruduly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do _____grant, bargain, sell and mortgage to the said part y_of the second part him 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: Lat Number Seven (7) in Sinclairie Sub division to the city of Lawrence County of Dougens and State of Nansas. with all the appurtenances, and all the estate, title and interest of the said part in first part therein. And the said Parties Athe first Part __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 Except one certain martgage for 7200 given Dec. 30. 1908, to H Key Mande & Buyda Due un 5 years Herth To seme annual interest Fifty Dollars according to the terms of _____ and certain note ____this day executed_ and delivered by the said <u>Charlies Penny Ext Ethel</u> J. Cenny to the said part y of the second part said note to be pyphles a years from date with & J. annual interest 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 Fitos shall become due and payable, and it shall be lawful for the said party of the second part, historecutors, 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 0 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 y making such sale, on demand, to said Parties of the furtburt their heirs and assigns. IN WITNESS WHEREOF, The said part 100 of the first part have hereunto set their hand Land seal 4the day and year first above written. Alle. Charles E. Penny [SEAL] Ethel J: Penny [SEAL] Signed, Scaled and Delivered in presence of 6. Hawk. (SEAL) STATE OF HANSAS, Douglas bruty {ss. BE IT REMEMBERED, That on this 26 th day of March A. D. 1909, before me, Charles & Councy Ers Ethel Joenny Thurband Ed with 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 year last above written. My Commission Expires October 13th 1909 -day of Mch_A. D. 1. Jeg., at 153- o'clock P. M. - Floyd & Lawrench Bugiener of Deeds. 26 Filed for Record the____ Deputy