

# MORTGAGE RECORD No. 45.

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

This Indenture, Made this nineteenth day of September in the year of our Lord thirteen hundred and eight, between Leon Nelson Flint Es Elizabeth B Flint his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Marshall A. Barber of the second part:

**Witnesseth**, That the said parties of the first part, in consideration of the sum of One thousand 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 parties 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 Number Three (3) and The south half (1/2) of Lot number Two (2) in Block number fourteen (14) Lane Place Addition in the City of Lawrence House Number 2809 Alabama Street

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand dollars according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said parties of the second part Due and payable in three years with 6% interest per annum from date, semi-annually, Privileges of payment, sum over \$500.00 on interest date after one year and this conveyance shall be void if no 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 no 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 parties 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 parties making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of  
Edwin E. Brown Leon Nelson Flint [SEAL]  
Elizabeth B. Flint [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of September A. D. 1908, before me, the undersigned a Notary Public in and for said County and State, came Leon Nelson Flint Es Elizabeth B. Flint, 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 Dec 26 1910 E. B. Cronmeyer Notary Public.

Filed for Record the 15 day of April A. D. 1909, at 2<sup>40</sup> o'clock P. M.  
J. Lloyd H. Lawrence Register of Deeds.  
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 18th day of September 1908.  
Marshall A. Barber  
by his Attorney in fact  
W. H. Plank

Recorded April 15 1912  
Floyd Lawrence  
Register of Deeds