

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 15th day of March in the year of our Lord 1919
nine, between J. E. Perry and Phebe A. Perry his wife
of Baldwin in the County of

Douglas

and State of Kansas, of the first part, and

Miss Sarah E. Spencer

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Five hundred

DOLLARS,

to them fully 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 Eighty Two Chapl street Baldwin City Kansas

Parties of first part agree to keep the property insured to the amount of both mortgages and in case of loss to turn on this second mortgage any money received on insurance over the first mtg. until the second is paid in full

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

J. E. Perry and Phebe Perry do hereby covenant and agree that at the delivery hereof they 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 a first mortgage of eight

hundred dollars

This Grant is intended as a Mortgage to secure the payment of the sum of

Five hundred dollarsaccording to the terms of one certain note this day executed.

and delivered by the said J. E. Perry and Phebe Perry to the said party of the second part due in eight months with interest at the rate of ten percent

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 party making such sale, on demand, to said J. E. Perry his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. E. Perry [SEAL]Phebe A. Perry [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.BE IT REMEMBERED, That on this 27th day of March A. D. 1919, before me,W. A. McClure

a Notary Public in and for said County and State, came

J. E. Perry and Phebe A. Perry, 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 July 18th 1911W. A. McClure

Notary Public.

Filed for Record the 28th day of AprilA. D. 1919, at 8⁴⁵ o'clock A. M.Floyd L. Lawrence Register of Deeds.Minnie A. T. Lawrence Deputy.

Recorded Oct 12th 1909
 The note herein described having been paid in full, this mortgage
 is hereby released, and the title thereby created, discharged.
 By witnesses my hands, this 11 day of Oct. 1909
 Attest:
 F. L. Lawrence
 Register of Deeds
 Douglas County
 214 years 13. Taylor

Sarah E. Spencer