

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 9<sup>th</sup> day of May in the year of our Lord nineteen  
hundred and nine, between John C. Curb, singly of the city  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Helen M. Palmer of the second part:

Witnesseth, That the said part 4 of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do th grant, bargain, sell and mortgage to the said part 4 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 Fifteen (15) in Block number Eleven (11) of Babcock's  
Enlarged Addition to the City of Lawrence, Douglas County,  
Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y 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 owner <sup>s</sup> 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

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

according to the terms of one certain note this day executed

and delivered by the said Party of the first part to the said part 4 of the second part

Payable five years after date with interest thereon accord-  
ing to the terms of said note and coupons thereto attached

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 4 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 4 making such sale, on demand, to said part 1 of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha<sup>th</sup> hereunto set his hand and seal the day and year first above written.

*Signed, Sealed and Delivered in presence of*

Jennie Katt

John C. Carr.

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of May A. D. 1909, before me,

*Jennie Watt*      a Notary Public in and for said County and State, came  
*John C. Curd*      single

\_\_\_\_\_ 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 30 Mch 1917

Jennie Rath

*Notary Public.*

Filed for Record the 21 day of Mar A. D. 1900, at 9:45 o'clock a M.

Floyd L. Livornese Register of Deeds.  
Deputy.