

MORTGAGE RECORD No. 45.

283

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

Miscellaneous
M
in the County of

of the second part:
eration of the sum of
DOLLARS,
gain, sell and mortgage
the County of Douglas,

North East
corner of lot
2, south
thence south
73 feet to
line No. 2,
known as

id
covenant and agree that
good and indefeasible
of the second part
evidenced

of the second part
evidenced

at, or any part thereof,
and the whole amount
trators and assigns, at
all the moneys arising
ing such sales, and the
their

ay and year first above

man [SEAL]

sidman [SEAL]

[SEAL]

1909, before me,
County and State, came
ler

known to be the same
name.

ial seal on the day and

lain
Notary Public.

M.

Register of Deeds.

Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the
lien thereby created discharged. As witness my hand this 2nd day of April, A. D. 1914.

Recorded April 22 - 1914
Hoyd L. Lawrence
Register of Deeds

For Assignment see Book 57 Page 1438
C. H. Decker

This Indenture, Made this First day of June in the year of our Lord Nineteen
Hundred and Nine, between Alfred J. Athay and Jennie S. Athay
his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
F. C. Miller of the second part:

Three 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 part y 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 Twenty-three (23) in Block number
six (6) Lane's First Addition to the City of Lawrence
Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 s 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 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 part y of the second part
Payable five years after date with interest thereon according
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 y 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 Parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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
Hugh Blair Alfred J. Athay [SEAL]
Jennie S. Athay [SEAL]

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 1st day of June A. D. 1909, before me,
Hugh Blair a Notary Public in and for said County and State, came
Alfred J. Athay and Jennie S. Athay, 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 28 Dec. 1909 Hugh Blair Notary Public.

Filed for Record the 2d day of June A. D. 1909 at 2 o'clock P. M.
Hoyd L. Lawrence Register of Deeds.
Deputy.