MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gasette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. Mueteen This Indenture, Made this first day of april in the year of our Lord _ Nuneteen hundred and Mine alsabella 9 _in the County of It alliance, a widow of Kawrence in the County of Noundar and State of Kansas, of the first part, and_ _of the second part: Man V. Sunplain of the second part: ideration of the sum of Witnesseth, That the said part 2 of the first part, in consideration of the sum of Que Thousand (\$ 1000) _ DOLLARS, DOLLARS. argain, sell and mortgage to her duly paid, the receipt of which is hereby acknowledged, ha Theold, and by these presents do the grant, bargain, sell and mortgage the County of Douglas, to the said part Mof the second part 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: I Section Lat No. Hoenty-two (22) in Block No Iwenty- Hell (23) in Sinclair's addition to the City of Lawrence Uneteen (19) tusted in p Party of the first part hereby agrees to maintain incurance of \$ 000. On the buildings now on or to be erected on said premises, during the existence of this loan, for the severit of said Second party, his heirs or assigns arter of the 1 Township with all the appurtenances, and all the estate, title and interest of the said part J of the first part therein. And the said-<u>sabella</u> <u>Hilliaus</u> dot hereby covenant and agree that at the delivery hereof <u>the is</u> the lawful owner of the premises, above granted, and seized of a good and indefensible covenant and agree that a good and indefeasible at the delivery hereof____ estate of inheritance therein, from and clear of all incumbrances autithat she will warrant & defend the same in the quiet & passerble pordersion of said second part his ______ e payment of the sum of Que Thousand Dollars ane certain Martane nute this day executed_ according to the terms of____ and delivered by the said party of the first part to the said part for the second part LL of the second part Quein furguese from date, with interest from date to maturity as conduced by enforced tacked Thereto "dentered after materity or default at the rate of the per cent her annum center fully purchers Cash or by cherite Aced to atmic decorded property and this convoyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, nnually ent, or any part thereof, ie, and the whole amount or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyancy shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part Hof the second part, Lie executors, administrators and assigns, at nistrators 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 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 king such sales, and the overplus, if any there be, shall be paid by the part funking such sale, on demand, to said farty of the first part esto her heirs and assigns. IN WITNESS WIIEREOF, The suid part 1/2 of the first part ha thereunto set 1/1 hand and seal the day and year first above day and year first above written. berts alcabella J. William SFAL.] Signed, Sealed and Delivered in presence of [SEAL] [SEAL] [SEAL] [SEAL] [SEAL] D STATE OF KANSAS, Douglas County anin day of _____ A. D. 1.2 97, before me, 1 st BE IT REMEMBERED, That on this _____ D. 1909, before me, X undersegned _____a Notary Public in and for said County and State, came County and State, came Scabella liame, a wedow, person who executed the foregoing instrument and duly acknowledged the execution of the same. lly known to be the same Q same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and licial seal on the day and Ree year last above written. My Commission Expires Narch 30 Joseph & Kiggs Harlon 1913 my an Notary Public. A. D. 1909, at 940 welook a M. rece ____day of__ Filed for Record the___ Floyd L Fawrenck Register of Deeds. Jer ____ Register of Deeds. _Deputy. _Deputy.

285