

MORTGAGE RECORD No. 45.

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

This Indenture, Made this fifteenth day of June in the year of our Lord one thousand and nine —, between W. L. Kemp, and Susanna Kemp (Husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. F. Cherhart of the second part:

Witnesseth. That the said parties of the first part, in consideration of the sum of Seven Hundred (\$700.00) 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:

All of lot No. Nine (9) and the North Thirty seven and one half (37 1/2) feet of Lot Eight in Block seven (7) in Babcock's Addition to the City of Lawrence; also with the right to connect with the North end of the six inch sewer in the west end of lot seven (7) and the South thirty-seven and one half (37 1/2) feet of lot Eight in said Block.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said W. L. Kemp and Susanna Kemp 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 Seven Hundred dollars according to the terms of one certain note this day executed and delivered by the said W. L. Kemp and Susanna Kemp to the said part y of the second part J. F. Cherhart, due June 15th 1911 at the Merchants Nat. Bank

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 part y making such sale, on demand, to said W. L. Kemp and Susanna Kemp and their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

W. L. Kemp [SEAL]
Susanna Kemp [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of June A. D. 1909, before me,

A. F. J. Linn a Notary Public in and for said County and State, came

W. L. Kemp and Susanna Kemp (Husband and 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 April 10 1911

A. F. J. Linn Notary Public.

Filed for Record the 16th day of June A. D. 1909, at 11:15 o'clock A.M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument: This mortgage is hereby released and the lien thereby created is discharged. On witness my hand this 15th day of July, A. D. 1910. J. F. Cherhart

Recorded July 6, 1910.
F. Lloyd Lawrence
Register of Deeds
Deputy