

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 12th day of June in the year of our Lord eighteen hundred and nine, between Felora J. McClure, and W. A. McClure, husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and Ermina Fallas Muslin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two 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 party of the second part her 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:

Lots Nos. Nineteen (19) Twenty (20) Twenty one (21) and Twenty two (22) Eight Street, Baldwin City Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Felora J. McClure and W. A. McClure 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 \$2000.00

according to the terms of one certain note this day executed and delivered by the said Felora J. McClure and W. A. McClure to the said party of the second part

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, her 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 grantee or their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Felora J. McClure [SEAL]

W. A. McClure [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED, That on this 12th day of June A. D. 1909, before me,

W. M. Clark a Notary Public in and for said County and State, came Felora J. McClure and W. A. McClure, her husband, 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 May 15 1911

W. M. Clark Notary Public.

Filed for Record the 16th day of June A. D. 1909, at 2²⁵ o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

For Release see Book 54 Page 463.