

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 21st day of June in the year of our Lord  nineteen hundred and nine (1909), between Lucy K. Glidden and John W. Glidden, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Catharine E. Culberly of Lawrence Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred Twenty Five (\$825.00) and no/100 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: The following land in the North-east quarter (1/4) of Section Thirty-six (36), Township Twelve (12), Range Nineteen (19), described as follows: Beginning at a point 80 feet South of South east corner of Block 15 in Lane Place Addition; thence running South 100 feet; thence West 125 feet to the West line of North East quarter (1/4) of said Section 36, Township 12, Range 19. Thence North 100 feet; thence East 125 feet to place of beginning in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lucy K. Glidden and John W. Glidden, her husband, 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 Eight Hundred Twenty Five Dollars, according to the terms of a certain note this day executed and delivered by the said Lucy K. Glidden and John W. Glidden, her husband to the said party of the second part payable two years after date hereof, with interest at 7% payable semi-annually

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 Lucy K. Glidden, her heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Lucy K. Glidden [SEAL]  
John W. Glidden [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of June A. D. 1909, before me, Frank E. Banks a Notary Public in and for said County and State, came Lucy K. Glidden and John W. Glidden her husband to me personally known to be the same persons 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 November 5th 1910

Frank E. Banks Notary Public.

Filed for Record the 21st day of June A. D. 1909, at 4<sup>00</sup> o'clock P. M.

Floyd Lawrence Register of Deeds.  
Deputy.

For Release See Book 48 - Page 384

Recorded May 11