

MORTGAGE RECORD No. 45.

297

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

John
in the County of

of the second part:
of the sum of
DOLLARS,
bargain, sell and mortgage

the County of Douglas,
in the
36th Township
of the
County of Douglas;
thence
to the
Section 36
thence
City of

said Lucy H.
covenant and agree that
a good and indefeasible

payment of the sum of

y of the second part
at 7%

ent, or any part thereof,
e, and the whole amount
administrators and assigns, at
of all the moneys arising
ing such sales, and the
then, her

day and year first above

John [SEAL]

John [SEAL]

[SEAL]

D. 1909, before me,
County and State, came

y known to be the same
same.

cial seal on the day and

Bank
Notary Public.

P. M.

Register of Deeds.

Deputy.

The note herein described having been paid in full, this instrument is hereby released and the lien thereby created is discharged. As witness my hand this 22nd day of June, A. D. 1914.

William E. Moore
Register of Deeds

Recorded March 4, 1914
Floyd Lawrence
Register of Deeds

This Indenture, Made this 22nd day of June in the year of our Lord nineteen hundred and nine, between Johnson & Mothers and Mamie Smothers, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Julia E. Moore of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Five Hundred 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:

Lot number One hundred and forty-four (144) on New Jersey Street 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 Johnson & Mothers & Mamie Smothers, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner 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

Five Hundred Dollars

according to the terms of one certain note this day executed

and delivered by the said Johnson & Mothers & Mamie Smothers to the said party of the second part due on or before five years after date with interest at the rate of 7% per annum from Aug 22, 1909. interest payable semi-annually payments made monthly with exceptions 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 part making such sale, on demand, to said Johnson & Mothers & Mamie Smothers, or either of them, 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

John Hawley

Johnson & Mothers [SEAL]

Mamie Smothers [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of June A. D. 1914, before me,

Benny H. Asher a Notary Public in and for said County and State, came

(R.D.)

Johnson & Mothers & Mamie Smothers,

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 Apr 2 1916

Benny H. Asher Notary Public.

Filed for Record the 22nd day of June A. D. 1914, at 4²⁰ o'clock P. M.

Floyd Lawrence Register of Deeds.

Deputy.