MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan This Indenture, Made this 2.3 rd day of June in the year of our Lord\_nint. hundred and nine, between starah ann stoodard and Charles O & toddard of Same of Lannence in the Country of Douglas chara m. anders \_\_\_\_\_and State of Kansas, of the first part, and Witnesseth, That the said part wof the first part, in consideration of the sum of One J. housand and moloo 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\_hes\_\_\_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 no. Eighty Five (15) Conneticut is treet in the City of downlace Honsos with all the appurtenances, and all the estate, title and interest of the said part.معذof the first part therein. And the said\_ Parties of the first part\_ \_\_\_\_\_do\_\_\_hereby covenant and agree that at the delivery hereof <u>they</u> <u>are</u> 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 One I housand Dollars the terms of \_\_\_\_\_\_ one \_\_\_\_\_\_ this day executed \_\_\_\_\_\_\_ by the said Sarah Am Atoddaad Charles D. Stoddard huntor the said part is of the second part August 10 the 1910 with interest at 6 % per m payable Semi annually according to the terms of One and delivered by the said Sarah On 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 parties of the second part, these 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 particionaking such sale, on demand, to said Sarah am Glootdand, her heirs and assigns. IN WITNESS WIIEREOF, The said part is of the first part have hereunto set their hands and seal the day and year first above written. Sarah ann & toddard [SEAL] Signed, Sealed and Delivered in presence of Charles D. Stoddard [SEAT] [SEAL] STATE OF KANSAS, Douglas County 23rd BE IT REMEMBERED, That on this... \_day of\_\_\_\_ A. D. 1909, before me, 76. neville Enra. a Notary Public in and for said County and State, came Stodd ann Charles Stoddaro \_ 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\_October\_14\_19\_11\_\_\_\_ Eva H. neville. Notary Public. Filed for Record the 26th day of June A. D. 1.909, at 922 o'clock a. M. Floyd & Register of Deeds. Deputy.

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