

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

This Indenture, Made this Eight day of July in the year of our Lord nineteen hundred and nine, between

P. E. Clawson and Ellen Clawson his wife in the County of Douglas and State of Kansas, of the first part, and Richard W. Carter of Miami, State of Florida of the second part:

Witnesseth. That the said parties of the first part, in consideration of the sum of Seven Hundred 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 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:

Lot No. One Hundred and sixty-eight (168) on New Hampshire street in the City of Lawrence, according to the plat of said city

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 and coupon this day executed and delivered by the said parties of the first part to the said party of the second part due and payable five years after date with interest payable semi-annually at six per centum

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, 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 party making such sale, on demand, to said P. E. Clawson, his 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

Perley E. Clawson [SEAL]

Ellen Clawson [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED, That on this 8th day of July A. D. 1909, before me,

Joseph E. Riggs a Notary Public in and for said County and State, came P. E. Clawson and Ellen Clawson, his wife,

(L.S.)

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 Mar 30 1915

Joseph E. Riggs Notary Public.

Filed for Record the 8th day of July A. D. 1909, at 4:30 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

This note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 8th day of July 1909.
Richard W. Carter
Notary Public, State of Florida
My Commission Expires July 13 1915

Recorded June 7 1912
Floyd L. Lawrence
Register of Deeds