

MORTGAGE RECORD No. 45.

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

This Indenture, Made this thirtieth day of July in the year of our Lord 1909
Hundred and nine, between Marcia E. Zerby and J. W. Zerby
her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Edward E. Pearson and Francis W. Pearsons of the second part:

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

Five Hundred (\$500) 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 parties of the second part their 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. Seventy-four (74), Seventy-six (76) and the North half of Lot No. Seventy-eight (78) on the east side of Mississippi Street, in Block No. Eighteen (18) in that part of the City of Lawrence known as West Lawrence, as per plat on file in the office of the Clerk of the District Court of Douglas County, Kansas, in suit Filley vs Walker, et al.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Marcia E. Zerby and J. W. Zerby 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 and that they will warrant and defend the

same in the quiet and peaceable possession of said second parties, their heirs

and assigns, forever against all persons lawfully claiming the same. 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 mortgage note this day executed

and delivered by the said parties of the first part to the said parties of the second part

due in six months after date, with interest as evidenced

thereby

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, their 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 parties of the first part 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

Marcia E. Zerby [SEAL]

J. W. Zerby [SEAL]

[SEAL]

STATE OF Kansas

Salt Lake County, } ss.

BE IT REMEMBERED, That on this 21 day of July A. D. 1909, before me,

Geo. W. Hahn a Notary Public in and for said County and State, came

Marcia E. Zerby

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 Feb 4th 1911

Geo. W. Hahn Notary Public.

Filed for Record the 26th day of July A. D. 1909, at 2:25 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

State of Kansas, Douglas County, ss. Be it remembered, That on this day of July A. D. 1909, before me, the undersigned a Notary Public in and for said County and State, came Marcia E. Zerby and J. W. Zerby her husband personally known to me and duly acknowledged the execution of the foregoing instrument and duly acknowledged the execution of the same. 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 mortgage note this day executed and delivered by the said parties of the first part to the said parties of the second part due in six months after date, with interest as evidenced thereby 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, their 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 parties of the first part 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 Marcia E. Zerby [SEAL] J. W. Zerby [SEAL] [SEAL] STATE OF Kansas, Salt Lake County, } ss. BE IT REMEMBERED, That on this 21 day of July A. D. 1909, before me, Geo. W. Hahn a Notary Public in and for said County and State, came Marcia E. Zerby 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 Feb 4th 1911 Geo. W. Hahn Notary Public. Filed for Record the 26th day of July A. D. 1909, at 2:25 o'clock P. M. Floyd L. Lawrence Register of Deeds. Deputy.