

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 16th day of June in the year of our Lord 1909
hundred and nine, between Minnie A. Pitt and L. Pitt, her
husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
W. C. Leis of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
one 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 Fifty-three (153) on Indiana
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
Minnie A. Pitt and L. Pitt do hereby covenant and agree that
 at the delivery hereof they the lawful owners of the premises, above granted, and seized of a good and indefensible
 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 hundred dollars
 according to the terms of one certain note this day executed
 and delivered by the said Minnie A. Pitt and L. Pitt to the said party of the second part
Payable in one year interest at seven per cent per
annum

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 Minnie A. Pitt, her
 heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seals the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Minnie A. Pitt [SEAL]

L. Pitt [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of June A. D. 1909, before me,

L. S. Steele a Notary Public in and for said County and State, came

Minnie A. Pitt and L. Pitt, her husband

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 June 20 1

L. S. Steele Notary Public.

Filed for Record the 20 day of August A. D. 1909, at 9 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
 Deputy.

The following is confirmed on the original instrument and by
 the same being sealed and signed by the parties thereto and by
 the Notary Public in and for said County and State, on the day
 above written, to-wit: June 16, 1909
Minnie A. Pitt and L. Pitt
Mary C. Pitt, her sister
W. C. Leis

Recorded March 8, 1912
 Lloyd L. Lawrence
 Register of Deeds