MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. ateen This Indenture, Made this 2.72h day of august in the year of our Lord minteen itt, her hundred and nine, between Jessie I. Witter, a suidow of the __in the County of city of Laurence in the County of Douglas _and State of Kansas, of the first part, and_ e second part: m. a. Fetherolf _____of the second part: ion of the sum of Witnesseth, That the said partifier of the first part, in consideration of the sum of DOLLARS, Seven hundred and fifty __ DOLLARS. sell and mortgage to her_duly paid, the receipt of which is hereby acknowledged, hat a sold, and by these presents dot a grant, bargain, sell and mortgage county of Douglas, to the said party of the second part here 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:_ Indiana Lot nymber One hundred and sisteen (110) on Ohio street in the City of Laurence Douglas County, Kansas Fich with all the appurtenances, and all the estate, title and interest of the said part yoof the first part therein. And the said ... Party of the first part at the delivery hereof she is the law int and agree that _____dotf, hereby covenant and agree that and indefensible _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 ent of the sum of Seven hundred & fifty Dollars This Grant is intended as a Mortgage to secure the payment of the sum of according to the terms of ____ one certain_____ote _this day executed ____ and delivered by the said franty of the first part to the said part if of the second part f the second part Payable three years after date with interest thereon according en to the terms of leaid note and coupons there to attached 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, any part thereof. the whole amount 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 partity of the second part her executors, administrators and assigns, at ors 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 he moneys arising uch sales, and the Cotelle 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 party of the first spart, her er heirs and assigns. IN WITNESS WHEREOF, The said part 4-of the first part hat thereunto set 121 hand and seal the day and year first above d year first above written. Jessie L. Watter Signed, Sealed and Delivered in presence of [SEAL] [SEAL] Sough Blair -ISEAL] [SEAL] [SEAL] [SEAL] STATE OF KANSAS. ss. Douglas County 2.7 th_____day of August____A. D. 1909, before me, BEAT REMEMBERED, That on this_ 09_, before me, Hugh Blair -a Nofary Public in and for said County and State, came and State, came 2,8 Witter, widow alessie Z a ind_ vn to be the same IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and al on the day and year last above written. - Augh Alais Dec My Commission Expires 21 1.7.09 Notary Public. Notary Public. 30th day of August A. D. 1127, at 412 welock Q. M. _M. Filed for Record the_ Hoyd L Lawrence Register of Deeds. Register of Deeds. ___ Deputy.

341