

MORTGAGE RECORD No. 45.

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

This Indenture, Made this the second day of September in the year of our Lord one thousand hundred and nine, between Alice M. Cleland and William M. Cleland her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

J. Groves

of the second part:

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

Two Thousand

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. Four (4) and the North half (1/2) of Lot No. Five (5) in Block Twenty five (25) Simlairs Addition to the city of Lawrence, Douglas County Kansas

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

Two Thousand Dollars

according to the terms of one certain note payable this day executed

and delivered by the said Alice M. Cleland and William M. Cleland to the said party of the second part his heirs or assigns

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 Alice M. Cleland heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Alice M. Cleland [SEAL]

William M. Cleland [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of Sept A. D. 1909, before me,

John M. Newlin a Notary Public in and for said County and State, came Alice M. Cleland and William M. Cleland

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 April 11 1910

John M. Newlin Notary Public.

Filed for Record the 7th day of Sept A. D. 1909, at 11²⁵ o'clock a M.

Floyd L. Lawrence Register of Deeds.

Deputy.