

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 22<sup>nd</sup> day of June in the year of our Lord nineteen  
hundred and nine (1909), between Annie J. Prentiss, widow of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Elena Myers of the second part:  
 Witnesseth, That the said party of the first part, in consideration of the sum of  
Eleven hundred and 20/100 DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage  
 to the said party of the second part her 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 number Ninety Nine (99) on Tennessee Street in the city  
of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Annie J. Prentiss, widow  
 does hereby covenant and agree that  
 at the delivery hereof she is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Eleven hundred dollars  
 according to the terms of a certain note this day executed  
 and delivered by the said Annie J. Prentiss, widow to the said party of the second part

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, her 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 Annie J. Prentiss, her  
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

Annie J. Prentiss [SEAL]  
 [SEAL]  
 [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE REMEMBERED, That on this 24<sup>th</sup> day of June A. D. 1909, before me,

Frank E. Banks a Notary Public in and for said County and State, came  
Annie J. Prentiss, a widow

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 Nov 5<sup>th</sup> 1910

Frank E. Banks  
 Notary Public.

Filed for Record the 10<sup>th</sup> day of Sept A. D. 1909, at 3<sup>45</sup> o'clock P M.

Floyd L. Lawrence  
 Register of Deeds.  
 Deputy.

For Assignment fee Book 67 Page 35.

My commission expires May 15<sup>th</sup> 1910  
 of (Seal) Chas. O. Stahl, Notary Public, Northport Mich.  
 State of Michigan, delegateman County 25. Be it remembered that