## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazelle Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. in the year of our Lord Mineteen Hund This Indenture, Made this 16 the day of October , between Natherine Elizabeth Ciley, and as B. Riley in the County of few renee in the County of and nine Douglas \_and State of Kansas, of the first part, and\_ Henery Stachener \_\_\_\_of the second part: Witnesseth, That the said part with the first part, in consideration of the sum of IC DOLLARS Four hundred (\$400.00) to Thermstuly paid, the receipt of which is hereby acknowledged, hallsold, and by these presents do\_\_\_\_grant, bargain, sell and mortgage to the said part-4-of the second part fuel 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 mimber one hundred twenty-four (124) Phode Acres 28 with all the appurtenances, and all the estate, title and interest of the said part and the first part therein. And the said Parties of the first part \_do\_\_hereby covenant and agree that at the delivery hereof They are the lawful owner. S 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 Four hundred Dollars (400.) and delivered by the said parties of the first part \_\_\_\_\_to the said part\_1/\_\_\_\_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 part y of the second part, huckeeutors, administrators and assigns, at Accession of 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 4 making such sale, on demand, to said Parities of the first Part then heirs and assigns. IN WITNESS WITEREOF, The said part 11 1/16 the first part hall cherennto set Truin hand sand seal the day and year first above Letter after writton \_ Ratherine Elizabel Riley [SEAL] \_ a. B. Riley [SEAL] Signed, Scaled and Delivered in presence of [SEAL] STATE OF KANSAS. Douglas County 16 2 day of October A. D. 1909, before me, BE IT REMEMBERED, That on this a Notary Public in and for said County and State, came Katherine Elizabeth Riley and a. B. Riley her husband 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 January 35 1910\_ E. J. Hilkey Notary Public. Filed for Record the  $-\frac{16z}{2}$ - day of October A. D. 1909, at 2 40 o'clock P. M. Hoyd L. Lawrence Register of Deed. - minnie A. F. Lawrence Deputy

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