

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 18th day of October in the year of our Lord nineteen
hundred and nine, between Sarah F. Griffith, a widow, of the City
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and _____

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents doth 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:

The West Thirty (30) feet of Lot number One hundred and thirty-nine (139) on Kentucky Street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Parties of the first part. do 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
Two Thousand Dollars
 according to the terms of one certain Note this day executed
 and delivered by the said Party of the first part to the said party of the second part
Payable five years after date with interest thereon according to the terms
of said note and coupons thereto 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, or interest thereon, or the taxes, or if the insurance be 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 Party of the first part - his heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part hath hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Sarah F. Griffith [SEAL]

[SEAL]

[Seal]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of Oct. A. D. 1909, before me,

Hugh Blair a Notary Public in and for said County and State, came

Sarah F. Griffith, 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 28th Dec 1909

Hugh Blair Notary Public.

Filed for Record the 9th day of Oct. A. D. 1909, at 9:30 o'clock a M.

Floyd L. Lawrence _____ Register of Deeds.
Minnie R. F. Lawrence _____ Deputy.

4th For Assignment See Book 65-Page-215.

Recorded Aug. 8, 1910. (The following is endorsed on the original instrument). The note herein described has been ~~deposited~~ ^{paid} by J. S. ...