

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 23rd day of October in the year of our Lord 1907  
thirteen hundred and nine, between Fred C. West and Munnis West his  
wife of the City of Lawrence in the County of  
Lawrence and State of Kansas of the first part, and

Belle Browley

of the second part:

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

Thirteen Hundred

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 part y of the second part 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 North Fifty (50) feet of Lot number Two (2) in Block number Seventeenth (17) in West Lawrence, in the City of Lawrence, Douglas County, Kansas, less the right of way of the A. B. & F. R. Co.

with all the appurtenances, and all the estate, title and interest of the said part all of 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 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

Thirteen Hundred Dollars

according to the terms of One certain Note this day executed

and delivered by the said Parties of the first part to the said part y 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 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, heirs, 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 part y making such sale, on demand, to said Parties of the first part - their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Hugh Blair

Fred C. West [SEAL]

Munnis West [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BET REMEMBERED, That on this 23rd day of Oct A. D. 1907, before me,

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

Fred C. West and Munnis West his wife

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 23 Dec 1907

Hugh Blair

Notary Public.

Filed for Record the 23 day of Oct A. D. 1907, at 1<sup>50</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
 Deputy.

This mortgage is subject to the original instrument. The mortgage herein described being paid in full on the 23rd day of October, 1907. It is hereby acknowledged that the same has been duly discharged.

Belle M. Browley

Recorded October 29, 1907

Gazette Publishing Co.

Ind. (2) 1907 must be paid by 23rd Oct 1907