

MORTGAGE RECORD No. 45.

407

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

This Indenture, Made this 16th day of November in the year of our Lord Nineteen
hundred and nine (1909), between S. H. Caldwell and Elizabeth V. Caldwell
Caldwell his wife of Lawrence in the County of
Douglas and State of Kansas of the first part, and
Charles H. Caldwell of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of
One hundred and twenty five 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 of 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:

The South forty feet of Lot No One hundred and
forty five (145) and the north five feet (5) feet of Lot one
hundred and forty seven (147) Old New York Street
City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said
S. H. Caldwell and Elizabeth V. Caldwell hereby covenant and agree that
at the delivery hereof that 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
One hundred and twenty five 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 of of the second part
or his heirs and 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 part of 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 part of making such sale, on demand, to said Parties of the first part or their
heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

S. H. Caldwell. [SEAL.]

Elizabeth V. Caldwell [SEAL.]

[SEAL.]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 16th day of November A. D. 1909, before me,

John W. Beard a Notary Public in and for said County and State, came
S. H. Caldwell and Elizabeth V. Caldwell

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 October 25 1909

John W. Beard Notary Public.

Filed for Record the 16 day of Nov A. D. 1909, at 2:50 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The following is a copy of the original instrument-
Recorded June 16, 1910
Floyd L. Lawrence
Register of Deeds
Lawrence, Kansas
Witness my hand
this 15th day of June A.D. 1910
Charles H. Caldwell