

MORTGAGE RECORD No. 45.

409

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

This Indenture, Made this 25th day of October in the year of our Lord Nineteen
hundred and nine, between James L. Milburn
Douglas of Lawrence in the County of
and State of Kansas, of the first part, and

J. S. Windsor of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of
One thousand DOLLARS,
to him only paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do congrant, bargain, sell and mortgage
to the said part 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:

Trs (22) Sinclair's Addition to the City of Lawrence,
Lot Number four (4) in Block Twenty
Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Party of the first Part do hereby covenant and agree that
at the delivery hereof he 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
One 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 part of the second part
bearing 6 per cent interest

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 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 making such sale, on demand, to said Party of the first Part, his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. C. Harris

James L. Milburn [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25th day of October A. D. 1909, before me,

J. C. Harris

James L. Milburn

person who to me personally known to be 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 June 11th 1911

J. C. Harris

Notary Public.

Filed for Record the Nov 20th day of 1909, at 1¹⁵ o'clock P. M.

Hoyd L. Lawrence Register of Deeds.

Wm. A. F. Lawrence Deputy.

The following is subject for the original instrument
of the mortgage herein described, from which the mortgage
in hereby released and the lien thereby created shall be charged
J. S. Windsor

Recorded April 20 A.D. 1910
Filed in Register of Deeds
by M. A. Lawrence for Clerk