

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 9th day of December in the year of our Lord Nineteen  
hundred and nine (1909), between D. N. Batterson and Jennie Batterson  
(his wife) of California in the County of  
Los Angeles and State of Kansas, of the first part, and Gertrude E. Hales of  
Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five hundred (\$500.00) 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 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:

Lot number Eighty Two (82) Connecticut Street in the City  
of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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  
\$500.00

according to the terms of One certain note this day executed  
 and delivered by the said D. N. Batterson and Jennie Batterson to the said party of the second part  
and due in three years with interest at the rate of seven per cent, semi-  
annually.

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 party of the second part, her 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 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 the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

D. N. Batterson [SEAL]

Jennie Batterson [SEAL]

[SEAL]

California  
**STATE OF KANSAS,**  
Los Angeles County } ss.

BE IT REMEMBERED, That on this 17 day of Dec A. D. 1909, before me,

R. Wilson a Notary Public in and for said County and State, came  
D. N. Batterson and Jennie Batterson, 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 Nov 22 1910

R. Wilson Notary Public.

Filed for Record the 30th day of Dec A. D. 1909, at 3:15 o'clock P M.

Lloyd L. Lawrence Register of Deeds.  
 Deputy.

See Release See Book 57 Page 504.

This document is subject to the original instrument.

Recorded March 10, 1910