MORTGAGE RECORD No. 45.

466

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan This Indenture, Made this First day of February in the year of our Lord Uneteen hundred hundred & Tel (1910) between W. F Marrie End Plarence & Marrie at Lawrence in the County of wife hlonglas and State of Kan. ..., of the first part, and. Daniel Neffrier is mortz _____of the second part: Witnesseth, That the said part 4-of the first part, in consideration of the sum of The Hundred DOLLARS. to Thereaduly paid, the receipt of which is hereby acknowledged, hat sold, and by these presents do grant, bargain, sell and mortgage to the said part Y of the second part hut 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 No 2 Ny. St. however, Adarson with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said_ M. F. Marris and Florence E. Marris______do__hereby cover _____do____hereby covenant and agree that at the delivery hereof they are the lawful owner 5 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 Three Hundred healters according to the terms of_ one __this day executed. and delivered by the said ${\mathscr U}.$ 6. Marrie to the said part & of the second part 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 4-of the second part, the 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 parter making such sale, on demand, to said 117 Marris " Ifloring & Morris their heirs and assigns. is and assigns. IN WITNESS WHEREOF, The said partice of the first part have hereunto set Their and S and seal I the day and year first above written. 1/ F Married [SEAL] Signed, Sealed and Delivered in presence of Florence & Morris [SEAL] [SEAL] STATE OF KANSAS. Douglas County BE IT REMEMBERED. A. D. 1910, before me, a Notary Public in and for said County and State, came marris, ne 8, 196 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 hereanto subscribed my name and affixed my official seal on the day and year last above written. Jan'y ! Parley My Commission Expires. 1913 Sugary Public. - day of Jeb. A. D. 1910, at 12 victock P. M. Floyd & Lawrench - Register of Deeds. 1.01 Filed for Record the_ Deputy