

MORTGAGE RECORD No. 45.

515

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

This Indenture, Made this 13th day of April in the year of our Lord Nineteen hundred and ten, between Ida B. Orender (formerly Ida B. Parsons) and Marion Orender, her husband in the County of Douglas and State of Kansas, of the first part, and Hugh B. Law of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four 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 party 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:

Lots One hundred and fifty-nine (159) One hundred and sixty (160) One hundred and sixty-one (161) One hundred and sixty-two (162) One hundred and sixty-three (163) One hundred and sixty-four (164) all in Addition number three (3) in that part of the City of Lawrence, Kansas, formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Four 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 party 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 party 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 party making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said party 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of
Jennie Watt

Ida B. Orender [SEAL]
Marion Orender [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of April A. D. 1910, before me,

Jennie Watt a Notary Public in and for said County and State, came Ida B. Orender and Marion Orender her husband 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 30 Mar 1912 Jennie Watt Notary Public.

Filed for Record the 14 day of April A. D. 1910, at 4 o'clock P. M.
Lloyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 14th day of April A. D. 1910.
Hugh B. Law

Recorded Oct 12 1911
Lloyd L. Lawrence
Register of Deeds