

MORTGAGE RECORD No. 45.

519

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

This Indenture, Made this 31st day of March in the year of our Lord nineteen hundred and ten, between Madison S. Root and Sarah E. Root, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and

Helen Ann McCondy of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 seventeen (17) and Eighteen (18) in
Bemis Addition to 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 Madison S. Root, Sarah E. Root, his wife do hereby covenant and agree that at the delivery hereof 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 Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Madison S. Root, Sarah E. Root, his wife to the said party of the second part Helen Ann McCondy

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 parties 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, then heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Madison S. Root [SEAL]

Sarah E. Root [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1910, before me,

the undersigned a Notary Public in and for said County and State, came Madison S. Root and Sarah E. Root

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 June 17th 1911

J. E. Harris Notary Public.

Filed for Record the 1 day of April A. D. 1910 at 11th o'clock A M.

Lloyd L. Lawrence Register of Deeds.
Wm. A. McConnell Deputy.

This note being described in the public record is hereby released and the lien thereby created discharged. As witness my hand and official seal this 1st day of April, A. D. 1910.

Recorded April 1910
Lloyd L. Lawrence
Register of Deeds