MORTGAGE RECORD No. 45.

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MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. in the year of our Lord Thinetcow This Indenture, Made this Sixth day of October hundred and fur, between Rodney & Laylor, a single man, _in the County of Douglas and State of Kansas, of the first part, and. Eugene J. Hellagher of the same place, _____of the second part: Witnesseth, That the said part of the first part, in consideration of the sum of DOLLARS. Three Hundred (\$300.) to hundred uly paid, the receipt of which is hereby acknowledged, hat sold, and by these presents do the grant, bargain, sell and mortgage to the said part woof the second part here 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:-Late nace. nine (9) and Lew (10), in addition no. Six (6). in that part of the city of favorence known as north Lawrence, the within mortgage with all the appurtenances, and all the estate, title and interest of the said part_____of the first part therein. And the said___ consideration of full pay-Rodney & Laylor _dothereby covenant and agree that _the lawful owner of the premises, above granted, and seized of a good and indefeasible at the delivery hereof he is I herebit release the estate of inheritance therein, free and clear of all incumbrances and that he will Warrant and Defend the came in the quiet and year alle preservior of the raid second of arty, his heire and assigns former equine fall perion lufally chinary the same This Grant is intended us a Mortgage to secure the payment of the sum of Three Hundred Dollers. ment of 1 certain methog c moter this day executed_ according to the terms of _____ and delivered by the said party of the first part and delivered by the said <u>party of the first part</u> to the said part y of the second part due in three years figuredate, with interest as evidenced thereby, and 2t given use part of the purchase money of the above described 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, hiv 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 y making such sale, on demand, to said party of the second part here heirs and assigns. IN WITNESS WIEREOF, The said part 4_of the first part hath hereunto set his hand and seal the day and year first above written. Bloyed & Sau Rodney & Taylor Signed, Sealed and Delivered in presence of [SEAL] [SEAL] ISEAL. STATE OF KANSAS, Douglas County day of October BE IT REMEMBERED, That on this_____ _A. D. 1910_, before me, The Undersigned a Notary Public in and for said County and State, came To. Laylor, a single man, Rodney _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 shore written. My Commission Expires Dec 25 1910 Um I Sinclair. Notary Public. 6 th _A. D. 19 10 , at 4 15 o'clock P M. ___day of___Oct.__ Filed for Record the_ Floyd L Lawrence Register of Deeds. Deputy

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