

MORTGAGE RECORD No. 45.

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

This Indenture, Made this fourteenth day of November, in the year of our Lord one thousand nine hundred and ten, between Harry C. Newberry, unmarried of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. Rose Heath of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of One Hundred (\$100.) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 No Two Hundred and Thirty-one (231) on the South Side of Locust Street, in Block No. Five (5) in that part of the City of Lawrence, known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Harry C. Newberry do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances and that he will warrant and defend the same in the quiet and peaceable possession of the said second party, her heirs and assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part y of the second part due in one year from date, with interest as evidenced thereon

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 y 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 part y making such sale, on demand, to said party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Harry C. Newberry [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of November A. D. 1910, before me,

the undersigned Register of Deeds in and for said County and State, came Harry C. Newberry, unmarried

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 _____

Floyd L. Lawrence Notary Public.

Filed for Record the 17 day of Nov A. D. 1910, at 4³⁰ o'clock P M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The following is contained on the original instrument. The note herein described having been paid in full, this mortgage is hereby

Recorded Jan 22 - 1912

Not Release until Jan 25, 1912