

⑧ within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
Notarial seal, the day and year last above written.

Term expires January 26th 1914. (SEAL) E.J.Hilkey Notary Public.

Recorded June 15, 1920 at 8.30 A.M.

Floyd L Lawrence Register of Deeds.
Mamaduke McConnell Deputy.

THIS INDENTURE, Made this First day of December A.D.1909 by and between Emeline Thornton unmarried, of Lawrence County of Douglas and State of Kansas, party of the first part, and The Atlas Building and Loan Association of Lawrence Kansas, party of the second part; WITNESSETH: That the party of the first part, in consideration of the sum of Three Hundred Dollars to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, Bargain, Sell and Convey unto the party of the second part, its successors and legal representatives, the following described real estate situated in the County of Douglas and State of Kansas, to-wit: Lots Fifty five (55) Fifty seven (57) and Fifty nine (59) in Block Ten (10) West Lawrence in the city of Lawrence TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. The party of the first part covenants and agrees that at the delivery hereof she is the lawful owner of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, its successors and legal representatives, forever.

THIS GRANT, is intended as a mortgage to secure the payment of ~~the sum~~ of Three Hundred Dollars according to the terms of a certain promissory note for said sum of even date herewith, executed and delivered by the parties of the first part, and payable to the party of the second part at its general office in Lawrence Kansas, in monthly installments according to the terms of said note and the Rules and By- Laws of the party of the second part.

The party of the first part covenant and agree to pay all taxes and assessments levied upon and assessed against said premises when due and payable; to pay all premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, be secured by this mortgage, and be collected in the same manner as the principal debt hereby secured, together with interest at the rate of Ten per cent. per annum until paid.

The party of the first part further covenant and agrees to keep the buildings, fences and other improvements now upon, or which may be placed upon said premises, in good repair and condition; and to procure, maintain and deliver to the party of the second part, as additional and collateral security, policies

(The following is endorsed on the original instrument)

[illegible]