

# MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette C-5. Third Edition. Henders and Black Book Vendors. Lawrence, Kan.

This Indenture, Made this 27<sup>th</sup> day of January in the year of our Lord Nineteen hundred ten, between Charles H. Sternberg and Anna M. Sternberg of Lawrence in the County of Douglas and State of Kansas, of the first part, and

I. J. Meade of the second part:

Eleven hundred Witnesseth, That the said parties of the first part, in consideration of the sum of Eleven 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:

South 1/2 Lot 171 and the North 17 feet of Lot 173 Connecticut street, Lawrence, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles H. Sternberg and Anna M. Sternberg 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 except mortgage for \$500.00

Eleven hundred This Grant is intended as a Mortgage to secure the payment of the sum of according to the terms of one certain promissory note this day executed and delivered by the said Charles H. Sternberg and Anna M. Sternberg to the said party—of the second part I. J. Meade

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 Charles H. and Anna M. Sternberg heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Charles H. Sternberg [SEAL]  
Anna M. Sternberg [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of January A. D. 1910, before me,

Geo. W. Kuhn a Notary Public in and for said County and State, came Charles H. Sternberg and Anna M. Sternberg 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 Jan 25 1914

Geo. W. Kuhn Notary Public.

Filed for Record the 14 day of December A. D. 1910, at 9<sup>24</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
Mamie M. G. R. R. R. Deputy.

This document is subject to the original instrument. The mortgage is hereby acknowledged and the same is hereby created and delivered. At witness my hand this 27th day of January, A. D. 1910.

Recorded July 2, 1913  
Floyd L. Lawrence  
Register of Deeds  
R. M. G. R. R. R.  
Deputy