

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 20th day of December in the year of our Lord nineteen  
Hundred and Nine, between Carrie B. Tripp and C. F. Tripp  
wife and husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

H. E. Shalkey

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Six Hundred Fifty Dollars 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 part 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:

Lot Numbered Two Hundred Twenty Eight (228) on  
Ohio Street, City of 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  
parties of the first part 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 a certain mortgage for  
Twenty Three Hundred Dollars payable to F. M. Bruner

This Grant is intended as a Mortgage to secure the payment of the sum of  
Six Hundred Fifty Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said parties of the first part to the said part of of the second part  
due one year after date with 7 1/2 % interest payable semi-annually

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 of 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 of making such sale, on demand, to said parties of the first part, their  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. F. Tripp [SEAL]

Wm. C. F. Tripp [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of February A. D. 1910, before me,



the undersigned a Notary Public in and for said County and State, came  
Carrie B. Tripp and C. F. Tripp, her husband

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 January 10th, 1911

E. J. Hilkey Notary Public.

Filed for Record the 9 day of January A. D. 1910, at 4 o'clock P.M.

Douglas L. Lawrence Register of Deeds.  
 Deputy.

This note having been paid in full, this mortgage is hereby released and the  
 lien hereby waived and discharged. As witness my hand this 10th day of February, A. D. 1910.

H. E. Shalkey

Recorded June 19, 1912  
 Douglas County  
 Register of Deeds