

Mortgage Record No. 52.

This Indenture, Made this 12th day of November in the year of our Lord
Nineteen Hundred & eight, between Spencer P. Barrett & Annie Barrett
his wife of the City of Lawrence in the County of
Douglas and State of Kansas of the first part, and
Thos. P. :

WITNESSETH, That the said part of the first part, in consideration of the sum of Two hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said party his 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 number Six (6) and the South half (1/2) of Lot number Five (5) in Block number Twenty-five (25) of Sinden's Addition to the City of Lawrence, Douglas County, 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and fifty Dollars according to the terms of One certain Note this day executed.

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 be 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 five of the first part have herein hereunto set their hand, and seal, 3 the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Math

Spencer P. Barrett (SEAL)

.....Annie Barrett.....(SEAL)

..(SEAL)

STATE OF KANSAS.

STATE OF KANSAS }
Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of Nov. A.D. 1908 before me

day of _____, A. D. 1908, before me,
a Notary Public in and for said County and State, came
Jimmie Watt
Spencer P. Barrett and Annie Barrett,
his wife.

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..... 30th March 1912

Jennie Watt

.....
Notary Public.

Filed for Record the 29th day of June

A. D. 1915, at 11⁵¹ o'clock A M.

Floyd L. Lawrence.....Register of Deeds.

Geo. C. Metzger Deputy.