

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this first day of April in the year of our Lord, one thousand nine hundred and five, between Ephraim Hertzler and Magdalene Hertzler, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty Five 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 part 2d of the second part 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:

The East one half (1/2) of the North East quarter (1/4) of Section Fourteen (14) Township fourteen (14) Range thirteen (13).

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Ephraim Hertzler and Magdalene Hertzler 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 and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five Hundred Dollars, according to the terms of one certain promissory note this day executed

and delivered by the said Ephraim Hertzler and Magdalene Hertzler to the said part 2d of the second part at The Lawrence National Bank, Lawrence Kansas, as follows, to wit:  
Twenty five Hundred Dollars on the first day of April 1906, with interest 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 2d of the second part executors, administrators and assigns, at any time hereafter 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 1st making such sale, on demand, to, said Ephraim Hertzler and their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ephraim Hertzler. [SEAL.]

Magdalene Hertzler. [SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this first day of April A. D. 1905, before me

The undersigned a Notary Public in and for said County and State, came

Ephraim Hertzler and Magdalene Hertzler, who are

to me personally known, to be the same

person who executed the foregoing instrument, and they 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 July 25<sup>th</sup> 1906

Geo. W. Kichie

Notary Public.

Filed for Record the 3<sup>rd</sup> day of April

A. D. 1905, at 1<sup>st</sup> o'clock P. M.

Chas. Armstrong.

Register of Deeds.

Deputy.

The following is endorsed on the original instrument:  
The 1906-1907 Annual Report of the State of Kansas, in full of this mortgage  
is hereby released and the same hereby made void and discharged.  
Copied of May 25, 1905.  
By Paul H. Brewster, Cashier  
[Signature]