

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, JOHNSON CO. PRINTERS, MINNERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 19<sup>th</sup> day of March in the year of our Lord, 1908  
hundred and Six (186), between A. R. Maxwell and Emma, his wife  
 of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
Frederika Gnefkow of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Thirteen Hundred and 00/100 (\$1300.00) 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 her 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 No Eighteen (18) Rhode Island Street, in the City  
of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
A. R. Maxwell & Emma, his wife 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

This Grant is intended as a Mortgage to secure the payment of the sum of

\$1300.00

according to the terms of a certain note this day executed  
 and delivered by the said A. R. Maxwell and Emma, his wife to the said part of the second part  
payable five years after date with interest at the rate of six per cent per  
annum according to coupons attached to said note.

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 the second part, her 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 making such sale, on demand, to said A. R. Maxwell & Emma, his wife their  
heirs and assigns. Said party may pay on principal \$100.00 or any multiple thereof up to \$2000.00 or more without  
interest in cash or money paid on principal sum of \$100.00 or more in any sum not less than \$50.00 each month unless paying date  
interest in cash or money paid on principal sum of \$100.00 or more in any sum not less than \$50.00 each month unless paying date

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

A. R. Maxwell [SEAL.]

Emma Maxwell [SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of March A. D. 1908, before me

A. R. Maxwell and Emma, his wife  
 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 Mar 27<sup>th</sup> 1910

Geo. A. Banks

Notary Public.

Filed for Record the 20<sup>th</sup> day of March A. D. 1908, at 10<sup>o</sup> o'clock A. M.

A. W. Armstrong Register of Deeds.

Edw. E. Armstrong Deputy.

The following is enclosed on the original instrument  
 The note herein described having been paid, we feel this  
 mortgage is hereby released and they have been thereby entitled discharge  
 as witness my hand, this 24 day of Feb 24 1910  
 Frederika Gnefkow.

Recorded Feb 24 1910  
 J. Lloyd Lutzgerner  
 R. A. Green & Son

The following is enclosed on the original instrument -  
 The note herein described having been paid, we feel this mortgage is hereby  
 released and they have been thereby entitled discharge as witness my hand,  
 this 24 day of Feb 24 1910  
 Frederika Gnefkow.