

## MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM. JOHNSON CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 5<sup>th</sup> day of April in the year of our Lord, 1880  
at between Frank Meirhoffer and Rebecca  
the Meirhoffer husband and wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Peoples State Bank of Lawrence - Kansas of the second part:  
 Witnesseth, That the said part of of the first part, in consideration of the sum of  
Seven hundred fifty 00 00 Dollars,  
 to themselves 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 of the second part its 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. Twenty (20) Rhode Island street, 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 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 Seven 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 the second part payable on or before two years with 6% semi annual interest

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 the second part, the 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 parties of the first part their 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*

Frank Meierhoffer [SEAL]  
Rebecca H. Meierhoffer [SEAL]  
[SEAL]

STATE OF KANSAS,

BE IT REMEMBERED, That on this 5<sup>th</sup> day of April A. D. 1906, before me

the undersigned, \_\_\_\_\_ a Notary Public in and for said County and State, came  
*Frank M. Meierhoffer and Rebecca L. Meierhoffer*  
*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 January 26, 1980

E. J. Buckley Notary Public

Filed for Record the 6 day of April A. D. 1906 at 9:30 o'clock A.M.

A. M. Armstrong Register of Deeds  
 By Eric O. Armstrong Deputy

The following is endorsed on the original instrument -  
The note herein described having been in full  
paid by the party herein named the legal effects created  
thereby are hereby acknowledged and this 7th day of October 1903  
Peoples State Bank, Chicago, Ill.

Recorded Mch 15 1909  
Jared Lawrence  
Registrar of Deeds

Recorded Feb. 21-1908.  
(The Living is recorded on the original manuscript.)  
The note herein described having been found in full, this invoice is hereby  
recovered, and the line hereby created is hereby  
withdrown from Pay. & Draw.