

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, HINDERS and BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 17<sup>th</sup> day of April in the year of our Lord,  
Eighteen hundred & nineteen between Oscar Leishner and Louise Leishner  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Henry Kleas and Bernard Kleas of the second part:  
 Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four Hundred (\$400.00) 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 parties of the second part their 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 Three (3) in Block Number Twelve (12)  
in Love Rice Addition to the 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 Oscar Leishner and Louise Leishner, his wife do hereby covenant and agree that  
 at the delivery hereof that 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  
Four Hundred (\$400.00) dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said Oscar Leishner and Louise Leishner, his wife to the said parties of the second part

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 parties of the second part their 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

Oscar Leishner [SEAL]  
Louise Leishner [SEAL]  
 [SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of April A. D. 1917, before me  
Myrtle McConnell a Notary Public in and for said County and State, came  
Oscar Leishner and Louise Leishner  
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 Jan 23 - 1911

Myrtle McConnell  
 Notary Public.

Filed for Record the 17<sup>th</sup> day of April A. D. 1917, at 3<sup>55</sup> o'clock P. M.

W. A. Thompson Register of Deeds.  
By Alice B. Thompson Deputy.

The following is endorsed on the original instrument.  
 The first party described, having been paid in full this mortgage is  
 hereby released and the parties of the second part are hereby notified that  
 should the 2nd day of February 1909 Henry Kleas  
 Bernard Kleas

Recorded Feb 23 1907  
 Lloyd L. Lawrence  
 Register of Deeds

The following is enclosed on the original instrument.  
 The Note, herein described, having been paid in full this mortgage  
 is hereby released and the parties of the second part are hereby notified that  
 should the 26<sup>th</sup> Feb 1908.