

## MORTGAGE RECORD No. 43.

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

The following is endorsed on the original instrument:  
These herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand and seal this day of September, A. D. 1913.

Recorded Sep 14 1913  
 Floyd L. Lawrence  
 Register of Deeds.  
 C. M. McConnell, Esq.  
 Attorney at Law  
 Together with the official seal  
 of the Merchant Loan & Savings Bank  
 of Lawrence, Kan.  
 Pay to the order of the Bank

This Indenture, Made this 27 day of July in the year of our Lord, written hundred  
seven, between

J. H. Coe and wife Clara Coe of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Merchant Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four 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 party 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:

into seven (7) and eight (8) Block one (1) Chansons  
subdivision of Block fifteen (15) Babcock's Enlarged  
Addition to Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
J. H. Coe and wife Clara Coe 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  
Four Hundred Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said J. H. Coe and wife Clara Coe to the said party 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 party of the second part, its 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 party making such sale, on demand, to said J. H. Coe and wife heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

J. H. Coe [SEAL]  
Clara Coe [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 27 day of July A. D. 1913, before me

J. D. Leonard a Notary Public in and for said County and State, came  
J. H. Coe and wife Clara Coe  
 to me personally known to be the same

persons 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 March 31 1914

J. D. Leonard  
 Notary Public.

Filed for Record the 30 day of July A. D. 1913 at 7 o'clock A.M.

W. H. Armstrong Register of Deeds.  
By Elsie C. Armstrong Deputy.

The instrument is endorsed on the original instrument:  
 These herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand and seal this day of September, A. D. 1913.

Recorded Sep 2 1913