

MORTGAGE Standard Form. JOHNSON, CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Third day of January in the year of our Lord, thirteen hundred and eight (1908), between Harriette Fellows Stirling (formerly Harriette A. Fellows) and Chas. M. Stirling of Lawrence in the County of Douglas and State of Kansas, of the first part, and Adolph C. Liska and Wm. E. Hagen Executors and Trustees of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Six Hundred and 00/100 (\$600.00) Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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 No. Twenty One (21) in Block Twelve (12) Lane's Second Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Harriette Fellows Stirling & Chas. M. Stirling her husband 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 Six Hundred Dollars. according to the terms of a certain note this day executed Parties of the first part to the said part 2nd of the second part to secure payment of note for said sum Three years after January 1st 1908, with interest payable annually, according to its terms

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 2nd 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 parties making such sale, on demand, to said Harriette Fellows Stirling & Chas. M. Stirling her husband 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

Harriette Fellows Stirling [SEAL]
Chas. M. Stirling [SEAL]
[SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 3d day of January A. D. 1908, before me Frank E. Banks a Notary Public in and for said County and State, came Harriette Fellows Stirling and Chas. M. Stirling her husband 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 Nov. 7 1910

Frank E. Banks
Notary Public.

Filed for Record the 4 day of Jan, A. D. 1908, at 2¹⁰ o'clock A. M.
aw Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 6 day of January 1908
Wm. E. Hagen
Adolph C. Liska

Attest of Lawrence
Clayton Register of Deeds

The note hereto described having been paid in full, this mortgage is hereby released and the hereunto created discharged. As witness my hand this 3rd day of January A. D. 1908.

Recorded July 20 1911
Harriet J. Stirling