

MORTGAGE STANDARD FORM. JOURNAL CO. PRINTED, HINDS AND HARRIS BOOK MAKERS, LAWRENCE, KAN.

The mortgage herein described having been paid in full, this mortgage is hereby released and the money is hereby discharged. As witness my hand this 28th day of June, A. D. 1907.

Hugh Blair

This Indenture, Made this 28<sup>th</sup> day of June in the year of our Lord, one thousand and seven, between Jeanette E. Tolles and C. T. Tolles her husband of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and seventy 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 of the second part his 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 thirty three (33) on Connecticut street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Parties of the first part 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 Save except a mortgage of \$700 to Merchants Loan & Savings Bank dated 22<sup>nd</sup> Nov. 1905 for three years

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred & seventy 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 of the second part payable two years after date to order of 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 part of of the second part, his 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 of 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  
Jeanette E. Tolles [SEAL]  
Gennie Watt [SEAL]  
C. T. Tolles [SEAL]

STATE OF KANSAS, } ss.  
Douglas County }  
BE IT REMEMBERED, That on this 28<sup>th</sup> day of June A. D. 1907, before me Jennie Watt a Notary Public in and for said County and State, came Jeanette E. Tolles and C. T. Tolles 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 30<sup>th</sup> March 1908 Jennie Watt Notary Public.

Filed for Record the 7<sup>th</sup> day of June A. D. 1907, at 2<sup>30</sup> o'clock P. M.  
W. W. Armstrong Register of Deeds.  
By Eric C. Armstrong Deputy.

Recorded May 16<sup>th</sup> 1907

Estelle Perkins Register of Deeds