

MORTGAGE RECORD No. 43.

ORTOGAME Standard Form. Journal Co. Printers. Under and Blank Book Makers. Lawrence, Kan.

This Indenture, Made this 20th day of November in the year of our Lord, nineteen
hundred and seven, between J. E. Nottingham and Marnie
Nottingham his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and The Merchants Loan
Savings Bank, of Lawrence, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Nine 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 part y of the second part its successors 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:

lots eleven (11) and twelve (12) Block ten (10)
Same Place, in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part us 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 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

\$200.00

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 y of the second part
payable five years after date with interest at 6 1/2 % per annum
after date, payable semi-annually.

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 y of the second part, its successors 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 y 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 hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

J. E. Nottingham [SEAL]
Marnie Nottingham [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 11 day of Feb. A. D. 1908, before me
W. F. March a Notary Public in and for said County and State, came
J. E. Nottingham and Marnie Nottingham
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 July 21 - 1907

W. F. March
 Notary Public.

Filed for Record the 12 day of Feb. A. D. 1908, at 11 o'clock A. M.

W. F. March Register of Deeds.
By Eric O. Christy Deputy.

The following is endorsed on the original instrument:
 Registered May 19th 1908.
 W. F. March, Notary Public,
 Lawrence, Kan.
 Registered May 19th 1908.
 W. F. March, Notary Public,
 Lawrence, Kan.

This mortgage is subject to the original instrument.
 The mortgage herein described having been paid in full, this instrument is hereby released and the
 same shall be discharged. As witness my hand and seal this 18th day of January A. D. 1913.
 Notary Public.

Recorded - Jan. 18 - 1913