

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This instrument is endorsed on the official instrument

The same herein described having been previously filed for record in the office of the Register of Deeds, and the same being duly created and charged. As witness my hand and seal of office this 27th day of March 1907.

Recorded March 3, 1907
C. E. Gable, Notary Public
for State of Kansas

Mortgage of Merchants Bank
by the Merchants Bank

This Indenture, Made this 27th day of March in the year of our Lord one thousand and eight hundred and eight, between Anna L. Brock and Joseph F. Brock her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred and fifty 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 the second part 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 two hundred and fourteen (214) Ohio street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 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 \$ 350.00

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 of the second part payable three years after date, with interest at 6% 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 of the second part do successors 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 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

Anna L. Brock [SEAL]
Joseph F. Brock [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 27th day of March A. D. 1907, before me, A. F. March a Notary Public in and for said County and State, came Anna L. Brock and Joseph F. Brock 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 July 24 - 1907 A. F. March Notary Public.

Filed for Record the 27 day of March A. D. 1907, at 11 o'clock A. M.

W. J. Armstrong Register of Deeds.
E. C. Armstrong Deputy.