

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twentieth day of May in the year of our Lord Thirteen  
hundred and eight, between Charles C. Shimmers and Anna  
Shimmers his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

John Gardner of the same place of the second part:  
 Witnesseth, That the said parties of the first part, in consideration of the sum of  
Six 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 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 Nos. One hundred and thirty three (133) One  
hundred and thirty five (135) and one hundred and thirty  
seven (137) all on Mississippi Street in the City of Lawrence  
according to the plat of said City.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Insurance of Eight hundred  
dollars to be maintained on the premises.

This Grant is intended as a Mortgage to secure the payment of the sum of  
six hundred dollars  
 according to the terms of one certain note upon this day executed

and delivered by the said parties of the first part to the said part y of the second part:  
due and payable on or before three years after the date.

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, 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 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

Charles C. Shimmers [SEAL]

Mrs. Anna Shimmers [SEAL]

[SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of May A. D. 1908, before me,

Joseph E. Riggs a Notary Public in and for said County and State, came

Charles C. Shimmers and Anna Shimmers

E. E.

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 March 29<sup>th</sup> 1907

Joseph E. Riggs Notary Public.

Filed for Record the 15 day of May A. D. 1908, at 2<sup>00</sup> o'clock A. M.

W. W. Armstrong Register of Deeds.  
By Eric E. Armstrong Deputy.

The note hereby referred to in this mortgage is released and the  
 same hereby creates discharge. As witness my hand this 18<sup>th</sup> day of May A. D. 1908

Recorded May 18 1914  
 Registered Lawrence  
 Book 17 of Deeds

John Gardner