

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 16th day of May in the year of our Lord one thousand and eight, between Birch E. Tuttle and H. Elizabeth Tuttle, his wife of Sibley 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 Thirteen 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 party of the second part its 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:

The west half (W^{1/2}) of the North west quarter (N.W^{1/4}) of Section No. twenty six (26) Township (13) Range twenty (20)

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 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 \$ 1300 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 party of the second part payable five years after date, with interest at 6% per annum, 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 party of the second part, its 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

Birch E. Tuttle [SEAL]
H. Elizabeth Tuttle [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 16th day of May A. D. 1908, before me, W. F. March a Notary Public in and for said County and State, came Birch E. Tuttle and H. Elizabeth Tuttle, 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 24 - 1909 W. F. March Notary Public.

Filed for Record the 19th day of May - A. D. 1908 at 9⁰⁰ o'clock A. M.

W. F. March Register of Deeds.
By Elsie Armstrong Deputy.

The following is endorsed on the original instrument:
This note being described as having been paid in full, this mortgage is hereby released and the same is hereby canceled and discharged. Witness my hand and seal of the Merchants Loan & Savings Bank of Lawrence, Kansas, this 16th day of May, 1908.
Attest: E. W. Winkler (Clerk)

Recorded May 12, 1911
Clara S. Thompson
Register of Deeds
By M. M. Corbett