

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 20<sup>th</sup> day of May in the year of our Lord thirteen hundred and Eight, between Mark M. Ellis and Mabel Ellis his wife and W. C. Ellis and Ellen Ellis his wife in the County of Douglas and State of Kansas, of the first part, and

Merchants Loan & Savings Bank - of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Two Thousand

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 South Forty (40) feet of Lot number thirty two (32) on Massachusetts street in the city of Lawrence, Douglas County, Kansas.

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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand 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 party of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached

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

Jessie Watt

Mark M. Ellis [SEAL]

Mabel Ellis [SEAL]

W. C. Ellis [SEAL]

Ellen Ellis [SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of May - A. D. 1908, before me,

Jessie Watt a Notary Public in and for said County and State, came Mark M. Ellis & Mabel Ellis his wife and W. C. Ellis & Ellen Ellis 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 30 March 1912

Jessie Watt Notary Public.

Filed for Record the 20<sup>th</sup> day of May A. D. 1908, at 3<sup>02</sup> o'clock P. M.

P. W. Armstrong Register of Deeds.  
By Oliver C. Armstrong Deputy.

The mortgage described herein having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 20th day of May, 1912.

M. M. Ellis & Mabel Ellis his wife and W. C. Ellis & Ellen Ellis his wife

J. Watt

Received Aug 9 1912

G. W. Armstrong

Register of Deeds