

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 2nd day of July in the year of our Lord 1908
1908 between Mary Lutz, widow of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
W. W. Emmons of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Fifty and no/100 (\$50.00) DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
to the said party of the second part her 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:
Levee Lot No. Three (3) in the City of Lawrence
said County.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Mary Lutz, widow do hereby covenant and agree that
at the delivery hereof she is 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
Fifty Dollars
according to the terms of a certain note this day executed

and delivered by the said Mary Lutz, widow to the said party of the second part
for the period of Six (6) Months from date with interest at the rate of ten (10) percentum, interest and principal to be paid at the end of said six
months.
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, her 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 of making such sale, on demand, to said Mary Lutz, widow her
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Frank E. Banks
Eula M. Payor

Mary X Lutz [SEAL]

Frank [SEAL]

Mark [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 2nd day of July A. D. 1908, before me,

Frank E. Banks a Notary Public in and for said County and State, came
Mary Lutz, widow,

person to me personally known to be the same
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 Nov. 2 - 1910

Frank E. Banks
Notary Public.

Filed for Record the 2 day of July A. D. 1908, at 10 o'clock A. M.

Alb. Armstrong Register of Deeds.
By Elsie C. Armstrong Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
2nd day of July, 1908, to W. W. Emmons

Recorded Apr 13 1914

W. W. Emmons
Geo. C. Wright

attest

(The notary herein described is the duly qualified and authorized notary public for the State of Kansas, and is hereby released and the lien thereby created discharged. As witness my hand and seal this 2nd day of July, 1908.)

Recorded Aug 20th 1911
W. W. Emmons
Alb. Armstrong

For Assignment See Book 45 Page 379