

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 18th day of August in the year of our Lord 1908
hundred and Eight between W. J. Francisco and Julia F. Francisco his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Louis Bergman of the State of Colorado of the second part:

Two Thousand DOLLARS.

to him duly paid, the receipt of which is hereby acknowledged, has 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:

The North half (63) of Lot number Fifty (50) and all of Lot number Sixty three (63) on Vermont street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part as of the first part therein. And the said 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

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 part y of the second part Payable five years after date with interest thereon according to 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 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 part as of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

W. J. Francisco [SEAL]

Julia F. Francisco [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 18th day of Aug. A. D. 1908, before me,

Jennie Watt, a Notary Public in and for said County and State, came

W. J. Francisco and Julia F. Francisco
his wife to me personally known to be the same person s 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 Mch. 1912 Jennie Watt Notary Public.

Filed for Record the 14th day of Aug. A. D. 1908 at 1⁰⁰ o'clock P. M.

Paul Armstrong Register of Deeds.
By Elie C. Armstrong Deputy.

This mortgage is hereby released and the same is hereby created discharged. As witness my hand this 18th day of August, A. D. 1908.

Louis Bergman

Recorded Dec 24 - 1911

Estelle M. Watkins
 Register of Deeds

Jennie Watt, Notary Public, 113