

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 10 day of November in the year of our Lord one thousand and seven hundred and seven between Lathrop B. Read and Ella Read his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Ed. Munk of the second part:

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

Beginning at the intersection of North line of Penn. St. with the west line of Depue Ave. S. thence west along the North line of Penn. St. 150 ft. thence north 100 ft. thence North 80° East to the South line of the Right of Way of the A. T. & S. F. R.R. Road, thence, in a south easterly direction along the south line of the said right of way to the west line of Tennessee St. thence South along the west line of Tennessee St. to the place of beginning being part of Reserve Three (3) City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lathrop B. Read and Ella Read 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 Hundred dollars according to the terms of a certain note this day executed and delivered by the said Lathrop B. Read and Ella Read to the said party of the second part

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, 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 Lathrop B. Read and Ella Read heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Lathrop B. Read [SEAL]

Ella Read [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 26 day of Nov, A. D. 1907, before me,

W. B. Mayo a Notary Public in and for said County and State, came

L. B. Read and Mrs. Ella Read 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 Apr. 22 1908

W. B. Mayo

Notary Public.

Filed for Record the 28 day of Aug,

A. D. 1908, at 10 o'clock A. M.

W. B. Mayo Register of Deeds.

Ed. Munk Deputy.

(The following is returned on the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 21 day of June, A. D. 1913.
Ed. Munk

Recorded June 21 1913
Floyd L. Lawrence
Register of Deeds.

The following is returned on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 21 day of June, A. D. 1913.
Ed. Munk

(41-2 Partial Ret. in Blk. 17 p. 122)
For Partial Ret. See Vol. 47 p. 205