

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this third day of April in the year of our Lord nineteen  
hundred & seven, between C. G. Gaphlinski and Laura  
Gaphlinski, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Mrs. Lillie Giesey of Lawrence, Kansas of the second part:  
 Witnesseth, That the said parties of the first part, in consideration of the sum of  
Seven 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 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:  
Lot No. 6-7- and 8 Levee original town of  
Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
C. G. Gaphlinski & Laura Gaphlinski his wife 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 of any nature

This Grant is intended as a Mortgage to secure the payment of the sum of  
\$700.00  
 according to the terms of one certain note this day executed  
 and delivered by the said C. G. Gaphlinski & Laura Gaphlinski to the said party of the second part  
Mrs. Lillie Giesey

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 making such sale, on demand, to said Lillie Giesey  
 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  
Mauda Kams.  
Henry J. Parsons

C. G. Gaphlinski [SEAL]  
Laura Gaphlinski [SEAL]  
Henry J. Parsons [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of April A. D. 1907, before me,

Henry J. Parsons a Notary Public in and for said County and State, came  
C. G. Gaphlinski and Laura Gaphlinski  
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 June 5 1908 Henry J. Parsons Notary Public.

Filed for Record the 1 day of Sept. A. D. 1908, at 20 o'clock P. M.

Al. Winstrom Register of Deeds.  
By Alice A. Winstrom Deputy.

The note herein described having been paid in full  
 this mortgage is hereby released and the sum thereby charged  
 is returned to the lender for any of Lillie Giesey.

Recorded April 9th 1910  
 Floyd J. Lawrence  
 Register of Deeds.