

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 3rd day of September in the year of our Lord one thousand nine hundred and eight between Sidney E. Perkins and Audie M. Perkins his wife of Douglas in the County of Douglas and State of Kansas of the first part, and The Merchants Loan & Savings Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five 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 its successors 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 Number one hundred and fifty six (156) and one hundred and fifty eight (158) on New York street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 \$500.00 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 4 of the second part payable two years after date with interest at 6 1/2 per cent per annum after date, payable semi annually.

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 4 of the second part, its successors, 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 1st of the first part has hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Sidney E. Perkins [SEAL]
Audie M. Perkins [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of Sept., A. D. 1908, before me,

W. F. March, a Notary Public in and for said County and State, came Sidney E. Perkins and Audie M. Perkins 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 July 24 1908

W. F. March

Notary Public.

Filed for Record the 7 day of Sept., A. D. 1908, at 11 o'clock A. M.

Alb. Branstetter, Register of Deeds.
By Chas. E. Branstetter, Deputy.

City following is returned as the original instrument

When this mortgage was recorded having been paid in full, the mortgage is hereby released and the same is hereby cancelled. As witness my hand and seal this 10 day of September, 1910.

(Seal)

Recorded Jan 30 1914

W. F. March
Register of Deeds
Geo. W. May, Deputy