

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 21<sup>st</sup> day of September in the year of our Lord 1908  
hundred and eight, between W. A. Harbeson and Emenesa F. Harbeson  
F. Harbeson of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Peter H. Weeks of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Three 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 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 of the East one third less the south  
One hundred feet of said North half of Block  
Number Forty eight - (48) in that part of the City of  
Lawrence, Kansas, known as West Lawrence, Douglas  
County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 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 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  
Three hundred dollars  
 according to the terms of One certain note (this day executed  
 and delivered by the said W. A. Harbeson and Emenesa F. Harbeson to the said part y of the second part  
in order on or before Two years after date

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 of the second part, 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 parties making such sale, on demand, to said  
 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

Emenesa F. Harbeson [SEAL]

W. A. Harbeson [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of September A. D. 1908, before me,

James Brooks a Notary Public in and for said County and State, came

W. A. Harbeson and Emenesa Harbeson 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 November 8<sup>th</sup> 1908

James Brooks Notary Public.

Filed for Record the 22<sup>nd</sup> day of Sept A. D. 1908, at 10 o'clock A. M.

W. A. Harbeson Register of Deeds.

By J. E. Harbeson Deputy.

In consideration of full pay-  
 ment of the within mortgage  
 I hereby release the same this  
 21<sup>st</sup> day of May 1909  
 Peter H. Weeks

Attest  
Floyd S. Lawrence  
 Register of Deeds.

This following is endorsement on the original instrument  
 The note herein described having been paid in full, this mortgage is hereby  
 released, and the lien thereon is hereby terminated.

Recorded May 14-1909  
Floyd S. Lawrence