

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 5th day of October in the year of our Lord Thirteen
hundred and eight between William W. Russ and
Grace H. Russ his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Hugh Blair of the second part:
Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three Hundred and Fifty DOLLARS,
to thoroughly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
to the said part 2nd 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:

Lot numbers Seven (7) and Eight (8) in Block
number Twelve (12) of Babcock's Enlarged Addition
to the City of Lawrence, Douglas County, Kansas.

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 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 and fifty 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 2nd of the second part
Payable two years after date with interest thereon according to the
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 2nd 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 part 2nd 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 have hereunto set their hand and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Wm W. Russ. [SEAL]

Grace H. Russ. [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BEAT REMEMBERED, That on this 6th day of Oct. A. D. 1908, before me,

Jennie Watt a Notary Public in and for said County and State, came
William W. Russ and Grace H. Russ
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 30 Mch. 1912

Jennie Watt. Notary Public.

Filed for Record the 6th day of Oct. A. D. 1908, at 1:40 o'clock P. M.

Ally Armstrong Register of Deeds.
By Chas. C. Armstrong Deputy.

The following is endorsed on the original instrument:
This mortgage has been paid in full, this mortgage is hereby released and the
debtor is discharged. Witness my hand and seal this 11th day of October, A. D. 1908.
J. C. Apple, Clerk of the County of Douglas, Kansas.

Recorded Oct 6, 1911
Filed Lawrence
Register of Deeds
Lawrence, Kan.
For Carl R. Rice, sec. Book 45 page 121