

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 16<sup>th</sup> day of October in the year of our Lord thirteen hundred  
eighty, between D. H. Lewis and Jane Lewis  
husband and wife of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
Peoples State Bank of Lawrence, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Three hundred <sup>00</sup>/<sub>100</sub> 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 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:

Seventeen and one half (17½) acres in the S.W. 2<sup>nd</sup> of the N.E. 2<sup>nd</sup> of Section  
Thirteen (13) Twp. Twelve (12) South 3 Range Thirteen (13) East of 4<sup>th</sup> P.M.  
Described as beginning 45 rods North of the S.E. corner of S.W. 2<sup>nd</sup>  
N. E. 2<sup>nd</sup> Section Thirteen (13) Twp. Twelve (12) Range  
Thirteen (13) Thence North Thirty Five (35) Rods; Thence West  
Eighty (80) Rods; Thence South Thirty Five Rods (35); Thence  
West Eighty (80) Rods; Thence South Thirty Five (35) Rods;  
Thence East Eighty (80) Rods; to the place of beginning, containing  
Seventeen and one half (17½) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties 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 indefensible  
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 Parties of the first part to the said party of the second part  
due Two years after date with 7% semi-annual interest.

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, its 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 parties of the first part or their  
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

D. H. Lewis [SEAL]  
Jane Lewis [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of October A. D. 1908, before me,

Thundersigned a Notary Public in and for said County and State, came  
D. H. Lewis and Jane Lewis 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 January 26<sup>th</sup> 1910 E. J. Hilkey Notary Public.

Filed for Record the 17<sup>th</sup> day of Oct, A. D. 1908, at 5 o'clock a M.

A. W. Armstrong Register of Deeds.  
Ray Elsie C. Armstrong Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 16<sup>th</sup> day of October, A. D. 1908.

Recorded Oct 16 1911  
Hoyd L Lawrence  
Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 16<sup>th</sup> day of October, A. D. 1908.

Recorded 8/15/11