

MORTGAGE RECORD No. 45.

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

The original instrument having been shown to me this 25 day of June 1908, I certify that the name of C. L. Gully as and should be C. L. Gully. Floyd L. Lawrence Register of Deeds

The mortgage is endorsed on the original instrument and the note herein described having been paid in full, the mortgage is hereby released and the mortgagor is hereby released from the mortgage. As witness my hand this 25 day of June 1908. Mrs. Rose West

Frank H. Hink

Recorded 27/9/11

Floyd L. Lawrence
Register of Deeds

This Indenture, Made this 15th day of November in the year of our Lord one thousand and eight hundred and eight (1908), between C. L. Gully and Ada E. Gully his wife and J. L. Gully of Douglas and State of Kansas, of the first part, and Rose Heath a Widow of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 #9 nine Block No. Fifteen (15) Lane Place Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. L. Gully and 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 One Thousand Dollars, according to the terms of one certain Promissory Note this day executed and delivered by the said C. L. Gully & Ada E. Gully his wife & J. L. Gully to the said party of the second part

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 C. L. Gully & Ada E. Gully his wife & J. L. Gully 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

C. L. Gully. [SEAL]
Ada E. Gully. [SEAL]
J. L. Gully. [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 15th day of November A. D. 1908, before me,

Geo. W. Kuhse a Notary Public in and for said County and State, came C. L. Gully, Ada E. Gully his wife and J. L. Gully 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 Jan. 25th 1910-

Geo. W. Kuhse Notary Public.

Filed for Record the 18th day of Nov. A. D. 1908, at 11²⁰ o'clock A. M.

Al. W. Armstrong Register of Deeds.
By Eli C. Armstrong Deputy.