

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 28th day of November in the year of our Lord United
Hundred and Eight (1908), between Laura E. Fitz, widow of Lawrence in the County of
Douglas and State of Kansas, of the first part, and S. E. Luther of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Four Hundred and 00⁰⁰ (\$400.00) DOLLARS,
 lawfully paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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 One Hundred Seventeen (117) New Jersey Street
in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Laura E. Fitz, a widow does hereby covenant and agree that
 at the delivery hereof she is 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
Four Hundred Dollars.
 according to the terms of a certain note this day executed
 and delivered by the said Laura E. Fitz, a widow 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 Laura E. Fitz, her
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Laura E. Fitz. [SEAL]

STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, That on this 28th day of November A. D. 1908, before me,
Frank E. Banks a Notary Public in and for said County and State, came

Laura E. Fitz, a widow
 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 8th 1910

Frank E. Banks. Notary Public.

Filed for Record the 30th day of November A. D. 1908, at 2³⁰ o'clock A. M.

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

11-16-08
 This note being accepted having been paid in full this mortgage is hereby
 released and the lien thereby created discharged
 at witness my hand this 17th day of November a 1909
 S. E. Luther
 atty
 C. M. Luther

Recorded Dec 7 1909
 Floyd L. Lawrence
 Register of Deeds