

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this twelfth day of December in the year of our Lord one thousand eight hundred and Eight between Fritz Below and Rose Below (Husband and wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Pauline A. Brown of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred (\$200.00) 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 Number One Hundred and Four (104) on Connecticut Street, in the City of Lawrence, County of Douglas and State of Kansas.

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 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 Two Hundred Dollars. according to the terms of one certain note this day executed

and delivered by the said Fritz Below and Rose Below to the said party of the second part Said note being due and payable three years from date, with Int. at 7% per annum Int. payable annually on the 7th day of Dec. French year 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 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

C. G. Hawk

Fritz Below. [SEAL]  
Rose Below. [SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this twelfth day of December A. D. 1908, before me,

C. G. Hawk a Notary Public in and for said County and State, came

Fritz Below and Rose Below (Husband and 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 October 13<sup>th</sup> 1917

C. G. Hawk Notary Public.

Filed for Record the 9<sup>th</sup> day of Dec. A. D. 1908 at 3<sup>30</sup> o'clock P. M.

Alfred J. Armstrong Register of Deeds.  
By Clara C. Armstrong Deputy.

The note hereby described having been paid in full, this Mortgage is hereby acknowledged to be fully paid and the same is hereby released and discharged. At witness my hand this 12th day of December, 1908.

Recorded April 6, 1912  
Alfred J. Armstrong, Register of Deeds  
O. M. McConnell, Deputy