

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 18<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and eight, between Mary M. Bell and John H. Bell, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. W. Jones of the second part:

Witnesseth. That the said parties of the first part, in consideration of the sum of Three hundred and fifty 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 part y 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 number one hundred and sixty four (64) and the South thirty four (34) feet of lot number one hundred and sixty two (62) on Connecticut street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 except one mortgage for \$2,000, to the Merchants' Loan and Savings Bank, dated March 31, 1902, recorded in book 45 of mortgages at page 4 -

This Grant is intended as a Mortgage to secure the payment of the sum of \$350.

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 y of the second part payable one year after date with interest at 7% per annum.

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 y 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 y making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal this day and year first above written.

Signed, Sealed and Delivered in presence of

Mary M. Bell [SEAL]

John H. Bell [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of Dec. A. D. 1908, before me,

E. W. Wood a Notary Public in and for said County and State, came

Mary M. Bell and John H. Bell

her husband 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 April 10 - 1909

E. W. Wood Notary Public.

Filed for Record the 18 day of Dec. A. D. 1908 at 2 o'clock P. M.

Chas. C. Armstrong Register of Deeds.

By Deputy.

The following is endorsed on the original instrument: The above described having been paid in full this mortgage is hereby released and the same thirty created, discharged as stated my hand, this 18th day of December, 1908, makes it four months 18 1908  
Recorded Dec 23 1908  
Hays of Lawrence  
Register of Deeds

The following is endorsed on the original instrument: The above described having been paid in full this

Recorded Dec 20 1910