

MORTGAGE RECORD No. 45.

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

The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand and the seal of said County, this 11th day of January, A. D. 1909.

Recorded with the proper office of the County of Douglas, Kansas, this 11th day of January, A. D. 1909.

Registered with the proper office of the County of Douglas, Kansas, this 11th day of January, A. D. 1909.

This Indenture, Made this fourth day of January in the year of our Lord one thousand nine hundred & nine, between J. R. Bechtel and Flora W. Bechtel, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen Hundred 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:

The North Forty (40) feet of Lot number One hundred and fifty five (155) on Tennessee street in the City of Lawrence, Douglas County, 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 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 Seventeen 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 payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

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, 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
Hugh Blair J. R. Bechtel [SEAL]
Flora W. Bechtel [SEAL]

STATE OF KANSAS, } ss.
Douglas County
 BE IT REMEMBERED, That on this 4th day of January A. D. 1909, before me, Hugh Blair Notary Public in and for said County and State, came J. R. Bechtel and Flora Bechtel, 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 18th Dec. 1909 Hugh Blair Notary Public.

Filed for Record the 5th day of Jan. A. D. 1909, at 2 o'clock P. M.
Wm. Armstrong Register of Deeds.
Byrd C. Armstrong Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand and the seal of said County, this 11th day of January, A. D. 1909.

Recorded May 7 1912