

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 7th day of January in the year of our Lord nineteen
hundred and nine between William C. Mozenheimer and
and Clara Mozenheimer his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Eora M. Andrews of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred & twenty four and no 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:

and State of Kansas, described as follows, to-wit:

Lot number five (5) in block number twenty-four (24) in Sinclair's 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 Schuyler
Wasselinor & Clara Wasselinor, his wife 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 Four hundred and twenty-four Dollars according to the terms of one certain ~~promissory note~~ promissory note this day executed and delivered by the said Edward Moschmeyer & Clara Moschmeyer his wife to the said party of the second part and payable at the office of A. Shaw and Son in monthly payments

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

IN WITNESS WHEREOF, The said part ____ of the first part ha____hereunto set ____hand ____and seal ____the day and year first above written.

Signed, Sealed and Delivered in presence of

Schuyler C. Meserlinier [SEAL]

Cora Meschenimer. [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss

BE IT REMEMBERED, That on this 7th day of January A. D. 1909, before me,

Henry B. Ashurst a Notary Public in and for said County and State, came
Schuyler C. Mesenheimer and Clara Mesenheimer

_____ 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 2 1911

Henry C. Asher - Notary Public.

Filed for Record the 7th day of Jan, 1909, at 4⁵⁰ o'clock P. M.

A. W. Armstrong, Register of Deeds
 By Eric A. Armstrong Deputy

The following is enclosed in the original instrument.
The note herein described having been paid in full, this
mortgage is hereby released and of full force & effect, discharged
As witness my hand, this 5 day of June, 1910.
Attest J. P. Wood Eva M. Andrews

Recorded June 16, 1910
 Floyd A. Lawrence
 Register of Deeds
 Mannaduke P. M. Barnell
 Deputy.

The rest has been cancelled having been paid in full, this you will find in the copy released and the one enclosed is a copy of the same. I am, Sir, very truly yours, J. D. M. F.

Recorded. Jan 8 1917