

MORTGAGE RECORD No. 45.

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

This Indenture, Made this thirteenth day of February in the year of our Lord one thousand nine hundred and nine, between Charles L. Longenecker and Clara Longenecker his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and L. Sellers of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Twelve 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 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:

The North West quarter (1/4) of the South West quarter (1/4) of the South Thirty (30) acres of the West half (1/2) of the North West quarter (1/4) of Section Thirty-two (32) in Township Thirteen (13) South of Range Nineteen (19) East of 6th P.M. in Douglas County Kansas

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 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 Twelve 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 part y 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 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 part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Jessie Watts

Charles Longenecker [SEAL]
Clara Longenecker [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of Feb A. D. 1909, before me,

Jessie Watts a Notary Public in and for said County and State, came Charles Longenecker and Clara Longenecker 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 30 Mar 1909 Jessie Watts Notary Public.

Filed for Record the 15th day of Feb A. D. 1909, at 3³⁰ o'clock P M.

Glloyd Lawrence Register of Deeds.
Deputy.

The note here-in certified having been paid in full, this mortgage is hereby released and the same is hereby created unenforced. At witness my hand and seal this day of February, A. D. 1909.

Recorded July 8 1912
Hoyce Bryan, Agent.

This document is released on the original instrument. The mortgage is hereby released and the same is hereby created unenforced.

Recorded April 20 1912