

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 12th day of February in the year of our Lord one thousand and nine hundred and nine, between Elias Schneck, Jr. and Ella M. Schneck, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Hugh Blair of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of One 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 party 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 numbers Two (2) and Three (2) in Stale's Subdivision of Block number Six (6), Earl's Addition to 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 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 One hundred & fifty 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 two years after dated with interest thereon at 7% from date semi-annually until paid.

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 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

Jennie Watt

Elias Schneck Jr. (SEAL)

Ella M. Schneck (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

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

Jennie Watt a Notary Public in and for said County and State, came Elias Schneck Jr. and Ella M. Schneck 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 30th Mch. 1910 Jennie Watt Notary Public.

Filed for Record the 11 day of Mch. A. D. 1909 o'clock 9 M.

Hugh Blair Register of Deeds.

Deputy.

(77-1) (Indented to conform to the original instrument)
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 12th day of February, A. D. 1909.

Registered
 15-10-16
 1909

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The foregoing is endorsed on the original instrument
 Registered Nov 28 1910