

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 16th day of December in the year of our Lord thirteen
hundred eight, between Harriett Fuel, a widow
Douglas of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Jesse Willard of the second part:

Fifty Dollars,
 Witnesseth, That the said party of the first part, in consideration of the sum of
 to her fully paid, the receipt of which is hereby acknowledged, has 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 number (105) one hundred five, block
number (40) forty West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Harriett Fuel, a widow do hereby covenant and agree that
 at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and indefensible
 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
fifty dollars
 according to the terms of one certain promissory note this day executed
 and delivered by the said Harriett Fuel, a widow to the said party of the second part
Jesse Willard

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, 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 party making such sale, on demand, to said
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Harriett Fuel. [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 16th day of December A. D. 1908, before me,
Henry G. Parsons a Notary Public in and for said County and State, came
Harriett Fuel a widow

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 June 5th 1909

Henry G. Parsons
 Notary Public.

Filed for Record the 11 day of March A. D. 1909 at 10²⁵ o'clock A. M.

Thos. Lawrence
 Register of Deeds.
 Deputy.

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this
 mortgage is discharged, and of the herein thereby created discharge
 is hereby made, this 13th day of Sept. 20, 1909.
James B. Hubert
James B. Hubert

Recorded Sept 13 1909
Thos. Lawrence
Register of Deeds.