

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1st day of March in the year of our Lord one thousand nine hundred nine, between Frank Murphy and Amy Murphy of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of thirty two hundred 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 part 2d of the second part their successors 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:

South 40 feet of Lot 127 and all of Lot 129 Town 14
Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Frank Murphy and Amy Murphy 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 thirty two hundred fifty Dollars according to the terms of one certain note this day executed and delivered by the said The Lawrence National Bank of Lawrence to the said part 2d of the second part said note due 1 year from March 1st 1909 bearing interest at 6% from date

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 2d of the second part, their successors, 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 2d making such sale, on demand, to said Frank Murphy and Amy Murphy heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Frank Murphy [SEAL]
Amy Murphy [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 1st day of March A. D. 1909, before me,

L. S. Steele a Notary Public in and for said County and State, came Frank Murphy and Amy Murphy his wife

to me personally known to be the same person(s) 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 30th 1916

L. S. Steele Notary Public.
Lawrence Kans.

Filed for Record the 12th day of March

A. D. 1909, at 9⁰⁰ o'clock A M.

Floyd Lawrence Register of Deeds.
Deputy.

THIS FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT
\$3.50 00
Received of Frank - Amy Murphy the within named Mortgagors, the sum of thirty two hundred fifty and no Dollars, in full satisfaction of the within Mortgage, Lawrence National Bank of Lawrence
Geo. W. Vickers Cashier

Recorded May 12 1915
Wm. J. Lawrence Register of Deeds.
R. M. McQuinn Deputy.