

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twentieth day of May in the year of our Lord thirteen hundred and nine, between Robert A. Spar and his wife Winnie B. Spar of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles Snow Sr. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred and seventy-five 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:

Lots number thirty five (35) and thirty six (36) in Sub-division of Lots 6-7-8-9-12-13-14 and 15 NW Addition Number Four (4) in that part of the City of Lawrence, formerly known as North Lawrence, in 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 owners 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 Four hundred and seventy-five Dollars according to the terms of Winnies certain notes this day executed and delivered by the said Robert A. Spar and Winnie B. Spar to the said party of the second part for twenty five dollars each, with interest at five per cent per annum interest payable quarterly, said notes payable on the 17 day of August, November, February, May, each year 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 parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Robert A. Spar [SEAL]

Winnie B. Spar [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of May A. D. 1909, before me,

James Brookes a Notary Public in and for said County and State, came

Robert A. Spar and his wife Winnie B. Spar

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 November 24th 1919

James Brookes Notary Public.

Filed for Record the May 18th day of May A. D. 1909, at 2 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Winnie A. F. Lawrence Deputy.

The following is endorsed on the original instrument: The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. As witness my hand this 17th day of May, 1909.

Recorded June 12th 1909  
Floyd L. Lawrence  
Register of Deeds

The following is endorsed on the original instrument: The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged.

Recorded March 14th 1923