

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 26th day of May in the year of our Lord 1904  
between  
C. F. Squires and Lida B. Squires his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
The Merchants Loan and Savings Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Sixteen 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 2d of the second part its 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:

The South half (S 1/2) of Lot ninety five (95) on Massachusetts Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 s of the premises, above granted, and seized of a good and indefeasible  
estate of inheritance therein, free and clear of all incumbrances

\$1600.00 This Grant is intended as a Mortgage to secure the payment of the sum of

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 2d of the second part  
payable on or before five years after date, with interest  
at 6% per annum, payable annually

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, its successors heirs 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 parties of the first part, their  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

C. F. Squires [SEAL]

Lida B. Squires [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas } ss.

BE IT REMEMBERED, That on this 26th day of May A. D. 1904, before me,

C. F. Squires and Lida B. Squires, his wife a Notary Public in and for said County and State, came

to me personally known to be the same  
persons 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 Sept 29 1911

Ord Clugman Notary Public.

Filed for Record the 27 day of May A. D. 1904, at 11 o'clock A M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The following is embodied on the original instrument.  
The wife of the said C. F. Squires having been paid in full the mortgage  
money, released, and the same thereby created discharged. As witness my hand  
this 3rd day of April A. D. 1910  
Wm. Newman, President of the Merchants Loan and  
Savings Bank of Lawrence, Kansas  
(Cov. Sec.)

Recorded April 23, 1912  
Filed for recording  
Mammoth Rock  
Lynchburg

State of California County of San Diego ss. Be it remembered, That on this