

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty Eighth day of May in the year of our Lord Nineteen  
Hundred and Nine, between O. W. Murphy of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Ernest Wise

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

One Thousand (\$1000.00)

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 No. Twenty-One (21) in Block No. Seven (7) of Jane's First  
addition to the City of Lawrence County of Douglas and  
State of 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 indefeasible

estate of inheritance therein, free and clear of all incumbrances Except one certain mortgage for  
\$1000.00 held by the merchants Loan and Savings Bank of  
Lawrence Kansas

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

One Thousand Dollars

according to the terms of one certain note this day executed

and delivered by the said O. W. Murphy and Carrie V. Murphy to the said party of the second part  
Said note being due and payable on the first day of  
Sept, 1909-

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 seals the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

C. G. HawkO. W. Murphy

[SEAL]

Carrie V. Murphy

[SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County

} ss.

BE IT REMEMBERED, That on this 28th day of May A. D. 1909, before me,

C. G. Hawk a Notary Public in and for said County and State, came

O. W. Murphy and Carrie V. Murphy

(husband and 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 October 13th 1909C. G. Hawk

Notary Public.

Filed for Record the 29th day of May A. D. 1909 at 12:55 o'clock P.M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The following is enclosed on the original instrument  
 the note being assigned having been paid in full,  
 this mortgage, hereby released and the debt,  
 thereby created discharged as witnessed my hand, this  
 5th day of September A. D. 1909. Ernest Wise

Recorded Sept 13, 1909  
 Floyd L. Lawrence  
 Register of Deeds