

MORTGAGE RECORD No. 45.

289

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

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miller
in the County of
Lazard
of the second part:
consideration of the sum of
DOLLARS,
again, sell and mortgage
the County of Douglas,
of
aid
covenant and agree that
a good and indefensible
payment of the sum of
of the second part
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of all the moneys arising
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and part there
day and year first above
[SEAL]
[SEAL]
[SEAL]
D. 1909, before me,
County and State, came
husband
y known to be the same
same.
cial seal on the day and
Notary Public,
P. M.
Register of Deeds.
Deputy.

One (should be endorsed on the original instrument)
Thereupon herein described having been paid in full, this mortgage is hereby released and the
lien thereby created discharged. At witness my hand this 10th day of June 1909.

Recorded Jan 21st 1911

Floyd L Lawrence

Register of Deeds

For Assignment See Book 51 Page 363

This Indenture, Made this 10th day of June in the year of our Lord Nineteen
hundred and nine, between
E. E. Meyers, Receiver
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
C. H. Tuscher
of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of
Twelve hundred DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
to the said part y 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: all that portion of lot three (3) (U.S.
Government survey) of the south west quarter of Section
fourteen (14) lying south of Wakarusa Creek; all of the south
east quarter of section fifteen (15) lying south of Wakarusa
Creek. The north east quarter of Section twenty two (22) excepting
a strip 8 chains wide off of the west side thereof, also excepting
all that portion of said quarter section lying north of
Wakarusa Creek; and the North West quarter of Section
twenty three (23) including Lot Two (2) U.S. Government survey
(excepting all that portion of said quarter section
lying south of the public road, containing about
one (1) acre, all in Tp. Thirteen (13) Rg. Twenty (20) containing 305 acres

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said

E. E. Meyers, Receiver do hereby covenant and agree that
at the delivery hereof he is the receiver the lawful owner of the premises, above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances in an action pending in the
district court of Douglas County, Kansas wherein Daniel B. Himmicutt is
plaintiff and E. E. Meyers et al are defendants. This Grant is intended as a Mortgage to secure the payment of the sum of
\$1200⁰⁰

according to the terms of one certain promissory note
and delivered by the said E. E. Meyers, Receiver to the said part y of the second part
said note being payable five years after date bearing six per
cent interest with the option of paying \$100 or any multiple thereof
at any interest paying period, 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 y 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 E. E. Meyers, Receiver or
his heirs and assigns.

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

Signed, Sealed and Delivered in presence of
E. E. Meyers Receiver [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of June A. D. 1909, before me,
Gertrude Standing a Notary Public in and for said County and State, came
E. E. Meyers Receiver
of said County and State, personally known to be the same
person who executed the foregoing instrument and duly acknowledged the execution of the same as Receiver

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 July 5 1911
Gertrude Standing
Notary Public

Filed for Record the 11th day of June A. D. 1909, at 9⁰⁰ o'clock A. M.
Floyd L Lawrence Register of Deeds.
Deputy.