

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 23 day of June in the year of our Lord nineteen
hundred and nine, between William M. Mertz, unmarried
of Edwara in the County of

Douglas

and State of Kansas, of the first part, and

J. N. Haysbill

of the second part:

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

Three Hundred

DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, he has 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 One (1) Two (2) Three (3) Four (4) Seventeen
(17) Eighteen (18), Nineteen (19) and Twenty (20) in Block
One Hundred and Twelve (112) in the city of Edwara

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

William M. Mertz

do hereby covenant and agree that

at the delivery hereof he is 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

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

Three Hundred Dollarsaccording to the terms of one certain promissory note this day executedand delivered, by the said William M. Mertz to the said party of the second part

Payable Two years from date. Interest 6 per cent
payable semi-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 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 William M. Mertz
heirs and assigns.

IN WITNESS WHEREOF, The said party 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

William M. Mertz [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS.

County of Douglas } ss.BE IT REMEMBERED, That on this 23 day of June A. D. 1909, before me,C. F. Richards

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

William M. Mertz, an unmarried man,

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 April 4 1910C. F. Richards

Notary Public.

Filed for Record the 24th day of June A. D. 1909, at 5¹⁵ o'clock A. M.Floyd R. Lawrence

Register of Deeds.

Deputy.

(The following is endorsed on the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the
lien thereby created discharged. As witness my hand this 24 day of June A. D. 1909
at

J. N. HaysbillC. F. Richards

Recorded by not 11
Floyd R. Lawrence
Register of Deeds