

## 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 Thirteen  
hundred Nine, between Frank E. Bates & wife Jessie P. Bates  
Bates of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Caleb G. Bates  
Coventry, Rhode Island of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Twenty-Five Hundred (\$2500) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and in mortgage  
to the said part 2<sup>d</sup> 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:

Commencing at the northeast corner of Lot (E) in Block No. 1 of University  
Place, an addition to the City of Lawrence, thence running west on the  
north line of said Lot (E) one hundred and forty feet, thence north one  
hundred feet, thence running east parallel with the aforesaid north  
line of Lot (E) One hundred forty feet; then South one hundred feet  
to place of beginning all of said real estate being situated in the  
City of Lawrence, and County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parcel 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 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

\$2500.00

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 2<sup>d</sup> of the second part  
and which said note is due and payable five years from date thereof said parties having  
having the privilege of - 400 at any interest paying date

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 2<sup>d</sup> 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 part 2<sup>d</sup> making such sale, on demand, to said first parties 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

Frank E. Bates [SEAL]

Jessie P. Bates [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of June A. D. 1909, before me,

(L.S.)

W. G. Plank

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

Frank E. Bates & Jessie P. Bates his 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 Dec 11 1911

W. G. Plank

Notary Public.

Filed for Record the 25 day of June A. D. 1909, at 11 o'clock A M.

Floyd L. 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 hereby created discharged. As witness my hand this 25th day of June, A. D. 1909.

Caleb G. Bates  
Coventry, Rhode Island

Recorded Aug 15 1909  
Floyd L. Lawrence  
Register of Deeds