

# MORTGAGE RECORD No. 45.

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

This Indenture, Made this 28th day of June in the year of our Lord nineteen  
hundred and nine, between Eli Lee and Gertrude Lee, his wife  
of Lawrence in the County of

Douglas

and State of Kansas, of the first part, and

Helena Lohmann

of the second part:

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

Three hundred and

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 her 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 numbered Seventy Four (74) and Seventy Six (76) on Rinkney Street in Block numbered Fifty Five (55) in that part of the city of Lawrence known as West Lawrence, as per plat filed in the District Court of Douglas County, Sept 24, 1869 in a suit wherein Giles F. Filley was plaintiff and Mary A. Walker, et al, were defendants.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Eli Lee and Gertrude Lee, his wife, 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.

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

\$ 300 00

according to the terms of one certain promissory note this day executed and delivered by the said Eli Lee and Gertrude Lee, his wife, to the said party of the second part

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, her 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 Eli Lee and Gertrude Lee, his wife or their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

J. B. Wilson

Eli Lee

[SEAL]

Gertrude Lee

[SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

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

Corydon E. Lindley a Notary Public in and for said County and State, came Eli Lee and Gertrude Lee

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 June 2 1913

Corydon E. Lindley  
Notary Public.

Filed for Record the 29th day of June A. D. 1909, at 10<sup>10</sup> o'clock. M.

Joseph Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original instrument:  
This note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 28th day of June, A. D. 1909.  
Helena Lohmann

Recorded July 6 1912  
Hoyd L. Lawrence  
Register of Deeds