

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 August in the year of our Lord one thousand and nine hundred and nine, between Rachel C. Fisher (a single woman) of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. J. Brune of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:

All those parts and parcels of lots twenty-four (24) and twenty-five (25) here in City of Lawrence which lies north of a line parallel with and sixty six (66) feet north of North Boundary of Lot Eleven (11) on Connecticut Street in City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Rachel C. Fisher does hereby covenant and agree that at the delivery hereof she 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 Two Thousand Dollars according to the terms of one certain note this day executed and delivered, by the said Rachel C. Fisher to the said party of the second part her heirs and assigns

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 Rachel C. Fisher heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Rachel C. Fisher [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28 day of August A. D. 1909, before me, John M. Neulins a Notary Public in and for said County and State, came

(L.S.)

Rachel C. Fisher

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 11 1911

John M. Neulins Notary Public.

Filed for Record the 28 day of August A. D. 1909, at 3:20 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

This note having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand and seal of office, A. D. 1910.

M. J. Brune

Geo. C. Fullerton

Recorded Aug 15 1910
Floyd L. Lawrence
Register of Deeds
For mortgage see Book 4 Page 486.

The following is a copy of the original mortgage instrument, which was filed in the office of the Register of Deeds, Douglas County, Kansas, on August 28, 1909, and is hereby released, and the same is hereby cancelled. As witness my hand and seal of office, A. D. 1910.