

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1st day of September in the year of our Lord 1909  
hundred and Nine between  
L. N. Walling single of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
L. U. Todd of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Five Hundred DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, he do hereby covenant and agree that  
to the said part 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:

Lot number Ninety-one (91) on Connecticut street in  
the city of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Party of the first part 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  
Five Hundred dollars  
according to the terms of our certain Note this day executed  
and delivered by the said Party of the first part to the said part of the second part  
Payable two years after date with interest thereon  
according to the terms of said note & coupons thereto attached

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 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 of making such sale, on demand, to said party of the first part his  
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Hugh Blair

L. N. Walling [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of Sept A. D. 1909, before me,

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

L. N. Walling, single

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 28 Dec 1909

Hugh Blair  
Notary Public.

Filed for Record the 2nd day of Sept A. D. 1909, at 2<sup>00</sup> o'clock P. 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 file's thereby created shall be  
As witness my hand this 1st day of December A. D. 1910  
L. U. Todd  
Att: my hand  
10th Nov 1910

Recorded Sept 26 1922  
Frank Northing Deffen  
1922

The note herein described having been paid in full, this mortgage is hereby released and the

Recorded Jan 4 1912