

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 7th day of September in the year of our Lord one thousand nine hundred and nine (1909), between E. R. Cole and A. M. Cole,
husband and wife, of Boys City in the County of
Ellis and State of Kansas, of the first part, and

Eliza A. Quinlan of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred Seventy (\$770.00) and no/100 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 Number One hundred Eleven, (111) and One hundred Thirteen (113) on New Hampshire Street, in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. R. Cole and A. M. Cole husband and 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 Seven hundred seventy dollars according to the terms of one certain note this day executed and delivered by the said E. R. Cole and A. M. Cole husband and 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 parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

H. C. Freese

E. R. Cole

A. M. Cole

STATE OF KANSAS,

Ellis County } ss.

BE IT REMEMBERED, That on this 7th day of September A. D. 1909, before me,

Notary Public, Harry C. Freese, County Public in and for said County and State, came
E. R. Cole and A. M. Cole husband and wife,

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 Sept 20 1909

Harry C. Freese
Notary Public.

Filed for Record the 10th day of Sept. A. D. 1909, at 9²⁵ o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The fees hereon described have been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 27 day of Sept. A. D. 1909.

Eliza A. Quinlan

Recorded Policy 27 1913

Floyd L. Lawrence
Register of Deeds

R. H. McConnell, Deputy