

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 17th day of September in the year of our Lord nineteen
hundred and Nine between William W. Russ and Grace N
Russ his wife, of the city of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Hugh M. Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand 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:

Lot number Eight (8) in Block number Twelve (12) Babcock's
Enlarged Addition to the city of Lawrence, being on the
North west corner of Ontario and Massachusetts Streets
and said lot is 75 by 125 feet in size

with all the appurtenances, and all the estate, title and interest of the said parties 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 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
Two Thousand Dollars
 according to the terms of one certain note this day executed

and delivered by the said Parties of the first part to the said party of the second part
Payable five years after date with interest thereon according
to the terms of said note and 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 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 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

Hugh Blair

William W. Russ [SEAL]

Grace N. Russ [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of Sept. A. D. 1909, before me,

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

William W. Russ and Grace N. Russ, 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 1st Dec 1909

Hugh Blair Notary Public.

Filed for Record the 17th day of Sept A. D. 1909, at 4 o'clock P M.

Floyd L. Lawrence Register of Deeds.

Deputy.

Notary Public in and for the County
 of Douglas State of Kansas
 My Commission Expires 9/12/12

William W. Russ

Grace N. Russ

Recorded Jan. 14th 1921

Epelle T. Northrup
 Register of Deeds

(This folio is endorsed on the original instrument)

Recorded May 18 1917