

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 20th day of October in the year of our Lord Nineteen
hundred and nine (1909), between John P. Briggs and Mary A. Briggs, his wife
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
G. Grobner of the same place of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of
Seven hundred and fifty (750) 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 part 2 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 one hundred and forty nine (149) on Tennessee
Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said
John P. Briggs 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 except a mortgage for \$750 dated
April 1st 1907 and payable to G. Grobner

This Grant is intended as a Mortgage to secure the payment of the sum of
\$750
according to the terms of one certain note this day executed
and delivered by the said John P. Briggs and Mary A. Briggs to the said part 2 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 part 2 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 2 making such sale, on demand, to said John P. Briggs his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

John P. Briggs [SEAL]
Mary A. Briggs [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of October A. D. 1909, before me,
W. C. Asher a Notary Public in and for said County and State, came
John P. Briggs and Mary A. Briggs
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 Jan 16 1912 W. C. Asher Notary Public.

Filed for Record the 22 day of Oct A. D. 1909, at 10 15 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
The sale herein described having been paid in full, this mortgage is hereby released and the
lien thereby created discharged. As witness my hand this 20th day of October A. D. 1909.

Recorded June 2 1913
Floyd L. Lawrence
Register of Deeds.