

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 26th day of October in the year of our Lord Nineteen
hundred and nine, between W. A. Pettit and Mollie R. Pettit, wife
of Lawrence in the County of

Douglasand State of Kansas, of the first part, and KansasChas. H. Fischer of same place party of the second part:

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

One hundred.

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 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:

Commencing at the South-west corner of the South-east
quarter (1/4) of Addition Six (6) North Lawrence: thence east 8 rods;
thence north 20 rods; thence west 8 rods; thence south 20 rods to the
place of beginning, in that part of the City of Lawrence, formerly
known as North Lawrence.

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 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

One hundred Dollars

according to the terms of one certain note this day executed
 and delivered by the said W. A. Pettit and Mollie R. Pettit, his 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, 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 party making such sale, on demand, to said Parties of the first Part, their
 heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

W. A. Pettit

[SEAL]

Mollie R. Pettit

[SEAL]

[SEAL]

STATE OF KANSAS,

County

ss.

BE IT REMEMBERED, That on this 26th day of October A. D. 1909, before me,John M. Spencer

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

W. A. Pettit and Mollie R. Pettit 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 October 31st 1910John M. Spencer

Notary Public.

Filed for Record the 26th day of October A. D. 1909, at 3⁰⁰ o'clock P. M.Floyd L. Lawrence Register of Deeds.Minnie A. F. Lawrence Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 27th day of November, A. D. 1910.

W. C. Campbell
 Notary Public

Recorded Nov 27 1911
 Floyd L. Lawrence
 Register of Deeds

For assignment see book 48 Page 433
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