

# 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 25<sup>th</sup> day of October in the year of our Lord Nineteen  
hundred and nine, between J. Arthur Harris, a single man,  
of Cold Spring Harbor, New York in the County of

Andrew Langenderfer of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Four Thousand DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, hath 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:

The East half (1/2) of the North-east quarter (1/4) of Section  
number Fifteen (15) in Township number Twelve (12) of  
Range number Nineteen (19) in Douglas County, Kansas  
less A. G. & S. F. R. R. right of way.

with all the appurtenances, and all the estate, title and interest of the said party 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  
Four Thousand Dollars  
according to the terms of One certain Note this day executed  
and delivered by the said Party of the first part to the said party of the second part  
Payable five years after date with interest thereon at 6% annually  
from date until due and 10% after maturity until paid.

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 Party of the first part - his  
heirs and assigns.

IN WITNESS WHEREOF, The said party 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  
L. Whitson Valentine J. Arthur Harris  
[SEAL] [SEAL]  
[SEAL] [SEAL]

STATE OF New York  
Suffolk County } ss.  
BE IT REMEMBERED, That on this 28 day of Oct A. D. 1909, before me,  
L. Whitson Valentine a Notary Public in and for said County and State, came  
J. Arthur Harris, a single man

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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 30 March 1910 L. Whitson Valentine  
Notary Public.

Filed for Record the 8 day of Nov A. D. 1909, at 2<sup>20</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

This instrument is returned to the official instrument  
The whole herein described having been paid in full, this mortgage is hereby released and the  
has thereby created discharged. As witness my hand this 28 day of October A. D. 1909.

Andrew Langenderfer

Recorded Oct 19 1909

Floyd L. Lawrence  
Register of Deeds.

W. C. Wright