

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of November in the year of our Lord Thirteen hundred  
Nine, between Edward A. Weibel and Annie S. Weibel  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Emma G. Plank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Six Hundred and no/100 DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, had and sold, and by these presents do grant, bargain, sell and mortgage  
to the said part of 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 No. Eighteen (18) in Block No. Twenty-four (24) in  
McLair's Addition to the city of Lawrence, Douglas County,  
Kansas.

appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
parties of the first part do hereby covenant and agree that  
every hereof that they are the lawful owner<sup>s</sup> of the premises, above granted, and seized of a good and indefeasible  
inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of  
\$6.00.00  
on the terms of one certain note this day executed  
and for by the said parties of the first part to the said part of of the second part

and this mortgage 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 be due and payable, and it shall be lawful for the said part of of the second part, his executors, administrators and assigns, at  
any time hereafter 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the  
profits, 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 hand<sup>s</sup> and seals the day and year first above

Signed, Sealed and Delivered in presence of

Edward A. Weibel [SEAL]

Annie S. Weibel [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this First day of November A. D. 1909, before me,

U. S. G. Plank a Notary Public in and for said County and State, came

Edward A. Weibel and Annie S. Weibel, his wife

to me personally known to be the same

person<sup>s</sup> 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 December 11 1911

U. S. G. Plank Notary Public.

Filed for Record the 12<sup>th</sup> day of Nov. A. D. 1909, at 10<sup>00</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Minnie A. F. Lawrence Deputy.

Recorded at Nov 22, 1909  
 Floyd L. Lawrence  
 Register of Deeds  
 Douglas County, Kansas  
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Recorded June 16, 1910  
 7-10-10  
 The following is endorsed on the original instrument:  
 The note herein described having been paid in full, this mortgage, on  
 being released, and the lien thereby created discharged. As Witness, hand  
 and seal of the undersigned, this 16th day of June, 1910.