

MORTGAGE RECORD No. 45.

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

This Indenture, Made this eight day of December in the year of our Lord, Nineteen
hundred and nine, between David Milburn and Annie Milburn,
his wife, of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

The Merchants Loan & Savings Bank, of Lawrence, Kansas of the second part:

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

6 eleven 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 its successors 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 West Fifty-five (55) acres of the South Half of the South West
quarter of Section Twenty-one (21), Township Twelve (12) Range
Nineteen (19),

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David Milburn and Anna Milburn 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

\$ 1100.

according to the terms of one certain note this day executed and delivered by the said David Milburn and Annie Milburn 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, its successors 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 David Milburn and Annie Milburn heirs and assigns.

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

Signed, Sealed and Delivered in presence of

David Milburn [SEAL]

Annie Milburn [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of December A. D. 1909, before me,

Eva H. Neville

a Notary Public in and for said County and State, came David Milburn and Annie Milburn, his wife

person(s) 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 14 1911

Eva H. Neville

Notary Public.

Filed for Record the 9th day of Dec. A. D. 1909, at 9 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Minnie A. J. Lawrence Deputy.

(The following is endorsed on the original instrument.)
Thereafter herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 8th day of Dec. A. D. 1913.

Attest
W. G. March (Exp. 2009) By The Merchants Loan & Savings, Lawrence, Kansas -
M. M. Munnish, At.

Recorded June 6 1913.

Floyd L. Lawrence
Register of Deeds.
R. W. McPhee
Deputy.

THIS INSTRUMENT IS ENDORSED ON THE ORIGINAL INSTRUMENT.
THROUGH HAVING BEEN PAID IN FULL, THIS MORTGAGE IS HEREBY RELEASED AND THE

Dec 31st 1913

For assignment - See Book 62 Page 250