

MORTGAGE RECORD No. 45.

415

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

This Indenture, Made this 9th day of December in the year of our Lord Nineteen
hundred & nine, between Albert A. Helwig and Emilie Helwig
his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Bell Bromley of the second part:
Witnesseth, That the said part ies the first part, in consideration of the sum of
One thousand 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 y 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 ninety (190) in "The Elms" an addition to the City of Lawrence,
being a sub-division of a part of the West half ($\frac{1}{2}$) of the South-east quarter ($\frac{1}{4}$) of Section
Thirty-one (31) in township Twelve (12) of Range Twenty (20), said Lot being 50 by 117 feet on
the South-east corner of Adams and New York streets, otherwise and more fully described as
follows: commencing at a point on the East line of New York street produced South from the
City of Lawrence where it intersects the South line of Adams street, thence South Fifty (50)
feet; thence East One hundred and seventeen (117) feet; thence North Fifty (50) feet; thence
West One hundred and Seventeen (117) feet to beginning.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 thousand Dollars
according to the terms of One certain Note this day executed
and delivered by the said Parties of the first part to the said part y of the second part
Payable five years after date with interest thereon according
to the terms of said note and coupon thereto attached

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 y of the second part, her 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 y making such sale, on demand, to said Parties of the first part then
heirs and assigns.

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

Signed, Sealed and Delivered in presence of
Hugh Blair Albert A. Helwig [SEAL]
Emilie Helwig [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of Dec A. D. 1909, before me,



Hugh Blair a Notary Public in and for said County and State, came
Albert A. Helwig and Emilie Helwig, his wife
to me personally known to be the same

persons 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 28 Dec 1909 Hugh Blair Notary Public.

Filed for Record the 13th day of Dec A. D. 1909, at 9³⁰ o'clock A M.

Floyd L Lawrence Register of Deeds.
Deputy.

This document is subject to the original instrument. The parties hereto described herein have been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand this 17th day of December A. D. 1909.

attest: Helene M. Palmer
Sandra C. Taylor

Recorded Dec 31st 1909
Estelle Northrup
Register of Deeds

For Assignment See Book 62 Page 250