

MORTGAGE RECORD No. 45.

419

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

The following is endorsed on the original instrument:
The said herein described being paid in full, this mortgage is hereby released and the same is hereby certified discharged. As witness my hand this 24th day of January, A. D. 1909.
Mortgage Loan Company Bank
(Corp Seal)

Recorded Jan. 24 1909
E. L. Mott
Register of Deeds

This Indenture, Made this 15th day of December in the year of our Lord Thirteen hundred and nine, between Wilson L. Utterback and Emily C. Utterback his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mechanics Loan and Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of 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 parties of the second part its 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 forty-six (46) on New York Street in the City of Lawrence, Douglas County, Kansas.

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 s 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 Eleven Hundred 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 parties of the second part Payable five years after date with interest thereon according to the terms of said note and coupons 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 parties of the second part, its 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 parties making such sale, on demand, to said Parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Wilson L. Utterback [SEAL]

Emily C. Utterback [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of Dec. A. D. 1909, before me,

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

Wilson L. Utterback and Emily C. Utterback, his

wife to me personally known to be the same

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 30th Dec. 1912

Jessie Watt Notary Public.

Filed for Record the 16th day of Dec. A. D. 1909, at 5:52 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Minnie A. F. Lawrence Deputy.