

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1st day of January in the year of our Lord Nineteen
Hundred & ten (1910), between W. S. McNeill and Fressa J. McNeill
his wife in the County of
Nemaha and State of Kansas, of the first part, and W. C. Spalding, of Lawrence
Douglas County Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Forty six hundred twenty five (\$4625⁰⁰) DOLLARS,
 to them only paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
 to the said part 2d 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:

All the Fair Grounds addition to the city of Lawrence, Douglas County, Kansas except lots
 one (1) seven (7) eight (8) eleven (11) twelve (12) eighteen (18) nineteen (19) thirty five
 (35) thirty six (36) forty nine (49) fifty (50) fifty seven (57) .

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
W. S. McNeill and Fressa J. McNeill 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 except one Mortgage of six thousand
(\$6,000) due as follows: 1st \$2000 Sept 1st 1910 2nd \$4000 Aug 11th 1911

This Grant is intended as a Mortgage to secure the payment of the sum of
Forty six hundred twenty five Dollars
 according to the terms of one certain note this day executed
 and delivered by the said W. S. McNeill and Fressa J. McNeill, his wife to the said part 2d 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 part 2d 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 part 2d making such sale, on demand, to said W. S. McNeill and Fressa J. McNeill, their
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in presence of

W. S. McNeill [SEAL]
Fressa J. McNeill [SEAL]
 [SEAL]

STATE OF KANSAS,

Nemaha County } ss.

BE IT REMEMBERED, That on this 7 day of Jan A. D. 1910, before me,

W. S. McNeill and Fressa J. McNeill, his wife
 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 Nov 14 1910

E. D. Vernon
 Notary Public.

Filed for Record the 8 day of Jan A. D. 1910, at 9 o'clock P M.

Lloyd L. Lawrence
 Register of Deeds.
 Deputy.

The following is indexed on the original instrument
 of the 1st of January, 1910, beginning with the word "Mortgage" is
 hereby stated, charged, discharged, as with and
 hand this 1st day of July, A. D. 1910.
 Lawrence National Bank, Lawrence, Kansas
 Geo. W. Sullivan, Cashier
 Recorded July 1, 1910
 at Lloyd L. Lawrence
 Register of Deeds
 at Lawrence, Kansas
 (for assignment, see Book 6, Page 470)

This mortgage is subject to a judgment of foreclosure and sale
 of the premises described herein being paid in full, it is subject to the judgment of the court and the
 order of the court.

Recorded January 2, 1910
 at Lloyd L. Lawrence
 Register of Deeds