

# MORTGAGE RECORD No. 45.

455

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

This Indenture, Made this 22nd day of January in the year of our Lord Thirteen  
hundred and nine between Mr. Murphy and Carrie B. Murphy  
his wife, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

M. L. Bishoff of the second part:  
Witnesseth, That the said party ies of the first part, in consideration of the sum of  
Three 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 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 Twenty-one (21) in Block number Seven (7) Lane  
First Addition to the City of Lawrence in said County and State

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 owners of the premises, above granted, and seized of a good and indefeasible  
estate of inheritance therein, free and clear of all incumbrances

Three hundred Dollars This Grant is intended as a Mortgage to secure the payment of the sum of  
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 one year 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 party y 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 party y making such sale, on demand, to said Parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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  
Hugh Blair Mr. Murphy [SEAL]  
Carrie B. Murphy [SEAL]  
[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of Jan. A. D. 1910, before me,

Hugh Blair Notary Public in and for said County and State, came  
Mr. Murphy and Carrie B. Murphy, 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 1913 Hugh Blair Notary Public.

Filed for Record the 24 day of Jan A. D. 1910, at 8<sup>30</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

(The following is contained on the original instrument)  
 The note hereto described having been paid in full the mortgage  
 is hereby released and the said mortgagor and mortgagee agree to  
 cancel the mortgage and the same is cancelled as of 1910  
 M. L. Bishoff

Recorded Aug 31 1910  
 Floyd L. Lawrence  
 Register of Deeds