

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 24th day of December in the year of our Lord Nineteen  
Hundred and Nine, between Emma S. Bennett and F. H. Bennett  
her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Henry Swanson of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Three hundred (\$300) no 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 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:

Lot number One (1) in Steele's Subdivision of Block number Nine (9),  
Carle's Addition to the City of Lawrence, being all of said Block  
number Nine (9) East of the right of way of the Leavenworth  
Lawrence and Galveston Rail Road Company, said property  
to be insured in the sum of \$500.00

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owners 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  
Three hundred dollars (\$300)  
 according to the terms of Six certain promissory Notes this day executed,  
 and delivered by the said parties of the first 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 parties of the first part, 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

Emma S. Bennett [SEAL]

F. H. Bennett [SEAL]

[SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 24th day of December A. D. 1909, before me,  
John M. Newlin a Notary Public in and for said County and State, came  
Emma S. Bennett and F. H. Bennett  
her husband 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 April 11 1911

John M. Newlin  
 Notary Public.

Filed for Record the 11th day of February A. D. 1910, at 10<sup>00</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
 Deputy.

(The following is endorsed on the original instrument)  
 The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand this 24th day of December A. D. 1909.  
Henry Swanson

Recorded May 11 1910  
Floyd L. Lawrence  
 Register of Deeds.  
Wm. B. Wright Deputy.

(For Assignment see Book 51 Page 129)  
 For Release see Book 57 Page 270