

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Tenth day of August in the year of our Lord Nineteen hundred and nine, between Phronia Hill (and wife) and C. E. Hill (husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and S. U. Wood of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand (\$1000.00) 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 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 south 1/2 of Block No. 49 West Lawrence in the Town of Lawrence, Kansas, except strip of land 147.6 ft. wide by 147.6 ft deep out of the north-east corner, Also excepting 1/2 acres as follows: Beginning at the north-west corner of South Half Block 49, thence south 300 ft. to the S. West corner of south 1/2 block 49, thence E. to 217.8, thence north 300 ft. thence west 217.8 to the place of beginning, the tract herein described being six acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said First parties 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 \$1000.00 according to the terms of a certain note this day executed and delivered by the said Phronia Hill her husband C. E. Hill to the said party 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 party 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 making such sale, on demand, to said S. U. Wood his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Phronia Hill [SEAL]
C. E. Hill [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 10th day of Aug A. D. 1909, before me,



C. B. Cronmeyer a Notary Public in and for said County and State, came Phronia Hill et C. E. Hill wife her husband

to me personally known to be the same 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 Dec 26 1910

C. B. Cronmeyer Notary Public.

Filed for Record the 11 day of Feby A. D. 1910, at 2:30 o'clock P. M.

Floyd L. Lawrence Register of Deeds. Deputy.

The interest is advanced on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 26th day of September, A. D. 1910.

H. L. Hickney

Recorded Sept 24 1910 Estelle A. Atchison Register of Deeds

See Assignment See Book 27, Page 236.

The mortgage is hereby released and discharged. As witness my hand this 26th day of September, A. D. 1910.

Recorded Feb 6 1911 Floyd L. Lawrence