

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of March in the year of our Lord Nineteen  
hundred and ten, between George C. Provillo & his wife Maude  
M. Provillo of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
W. R. Carter of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Thirty five hundred DOLLARS,  
 to whom 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 heirs 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:

Lots numbered Eight (8) and Nine (9) both in Block Number  
Four (4) of Lane's First Addition to the City of Lawrence

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 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  
Thirty five hundred Dollars  
 according to the terms of a certain note this day executed  
 and delivered by the said parties of the first part to the said parties 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 parties of the second part, heirs 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  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

George C. Provillo [SEAL]

Maude M. Provillo [SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this First day of March A. D. 1910, before me,



Le Roy N. Walling a Notary Public in and for said County and State, came  
George C. Provillo & Maude M. Provillo, 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 August 5 1911

Le Roy N. Walling  
 Notary Public.

Filed for Record the 7 day of March A. D. 1910, at 8:00 o'clock P M.

Stacy L. Lawrence Register of Deeds.  
 Deputy.

This instrument is subject to the original instrument. The sale herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 7 day of March A. D. 1910.

W. R. Carter

Recorded July 3rd 1910  
 Stacy L. Lawrence  
 Register of Deeds  
 Geo. C. Provillo & Maude M. Provillo

This instrument is subject to the original instrument. The sale herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 7 day of March A. D. 1910.

Recorded Feb 27th 1910