

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 14th day of April in the year of our Lord
Nineteen Hundred and ten, between John Profer Shumsey Profer, his wife
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
R. L. Lynde Johnston of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three Hundred and Fifty 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:

The South Thirty one (31) feet off South side of Lot One Hundred and Seventy three (173), and the North half of Lot One Hundred and Seventy five (175). Corn. Sec. 2, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Profer and Shumsey Profer 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 Three Hundred and Fifty Dollars according to the terms of one certain note this day executed and delivered by the said John Profer and Shumsey Profer 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 John Profer and Shumsey Profer their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

John Profer [SEAL]

Shumsey Profer [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 14 day of April A. D. 1910, before me,

Myrtle McConnell a Notary Public in and for said County and State, came

John Profer & Shumsey Profer, his wife

to me personally known to be the same persons who executed the foregoing instrument, and they 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 Jan 23 1911.

Myrtle McConnell Notary Public.

Filed for Record the 17 day of May A. D. 1910, at 1¹⁵ o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Mannaduke McConnell Deputy.

(This Indenture is intended to be recorded on the original instrument.)

The same hereby described having been paid in full, this mortgage is hereby released and the same hereby created discharged. Return this to the County Clerk of Douglas County, Kansas, for filing.

Witness my hand and seal this 14th day of April A. D. 1910.

Recorded Oct 25th 1910

(For assignment see Book 51, Page 515)
 For and on behalf of the County Clerk of Douglas County, Kansas, I have hereunto subscribed my name and seal on the day and year last above written.

Myrtle McConnell Notary Public in and for said County and State, came to me personally known to be the same persons who executed the foregoing instrument, and they acknowledged the execution of the same.

In consideration of the sum of Three Hundred and Fifty Dollars