

## MORTGAGE RECORD No. 45.

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Reg. Fee # 4.32

325

This Indenture, Made this First day of June in the year of our Lord  
Nineteen Hundred and ten, between  
Oliver P. Jones and Minnie S. Jones her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
The Merchants Loan & Savings Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Thirteen 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 of the second part its successors 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 Hundred and Sixty (160) on Tennessee Street  
in 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  
\$1300.

according to the terms of one certain Note this day executed  
 and delivered by the said Parties of the first part to the said party of the second part  
payable five years after date, with interest at 6% per annum, payable semi-annually.

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, its successors 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 Parties of the first part 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

Oliver P. Jones

[SEAL]

Minnie S. Jones

[SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County

} ss.

BE IT REMEMBERED, That on this 1st day of June A. D. 1910, before me,W. B. March

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

Oliver P. Jones and Minnie S. Jones her husbandto 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 July 24 1910W. B. March

Notary Public.

Filed for Record the 5th day of June A. D. 1910, at 4<sup>th</sup> o'clock A. M.Floyd L. Lawrence Register of Deeds.James Adair McManis Deputy.

For Assignment - See Book 67 Page 115  
 For Release See Book 67 Page 267

Recorded July 29, 1911