

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 28<sup>th</sup> day of July in the year of our Lord nineteen  
hundred and ten, between J. D. McNeill and Loretta M. McNeill, his  
wife of the city of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
M. G. Gifford of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has<sup>e</sup> sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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:

Commencing twenty-four (24) rods East of the South west corner of the North west quarter (¼) of the North West quarter (¼) of section twenty-nine (29) in Township Twelve (12) South of Range Twenty (20) East thence running East twenty (20) rods; thence North Twenty (20) rods; thence West twenty (20) rods; thence South twenty (20) rods to place of beginning, containing Two and One half acres more or less and being in addition number Eight (8) North Lawrence a part of the City of Lawrence in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part of 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 Five Hundred Dollars

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 two and a half years after date with interest thereon accord-  
ing to the terms of said note and coupons thereto attached

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, her 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 part 1 of the first part ha<sup>ve</sup> hereunto set this hand & seal the day and year first above written.

*Signed, Sealed and Delivered in presence of*

Jennie Matt

L.D. McNeill [SEAL]

Larone M. McNeill [SEAL]

—[SEAL]

STATE OF KANSAS.

Douglas County } SS.

BE IT REMEMBERED, That on this 8th day of July A. D. 1910, before me,

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

J. D. McNeill and Lorens M. McNeill, his wife

\_\_\_\_\_ to me personally known to be the same person(s) 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 30 Mar 1912

Jennie Watt  
Notary Public.

Filed for Record the 11<sup>th</sup> day of July A. D. 1910, at 3<sup>30</sup> o'clock P M.

Lloyd E. Lawrence Register of Deeds.  
Deputy.

The foregoing is endorsed on the original with annex  
 There are herein described having been paid in full, this mortgage is hereby released and the  
 same thereby unencumbered. As witness my hand this 6<sup>th</sup> day of January A. D. 1881 1922

Recorded—Jaw 14" — 1122

Estelle Volkmann  
Register of Deeds

Alice S. Reading  
Ellen L. Hunt

May 9. Burnes  
and Greber at last at

Sole and duly heirs at law of M. C. Fattell deceased	Co	g	T	t	r	i	C	t	t	a
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