

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

This Indenture, Made this 20th day of August in the year of our Lord nineteen hundred and ten, between Joseph L. Sullivan and Margaret Sullivan his wife 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 Nine 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 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 four (164) on Illinois Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 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 \$900 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 1/2 % per annum after date, 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 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 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

Hubert Madril

Joseph L. Sullivan [SEAL]

Margaret L. Sullivan [SEAL]

mark [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 20 day of August A. D. 1910, before me, Hugh Blair a Notary Public in and for said County and State, came Joseph L. Sullivan and Margaret Sullivan 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 28 Decr 1913

Hugh Blair

Notary Public.

Filed for Record the 22 day of Aug A. D. 1910 at 12 o'clock P M.

Thos L Lawrence Register of Deeds.

Deputy.

The note herein described, having been paid in full, this mortgage is hereby released and the same is hereby created, dissolved, null and void, and the parties thereto are discharged therefrom, this 20th day of August, A. D. 1910.

Received March 9, 1911
Thos L Lawrence
Register of Deeds