

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 27th day of August in the year of our Lord Nineteen  
hundred and Ten, between William H. Russ and Grace M. Russ  
his wife of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_  
August Blair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Eight Hundred and fifty DOLLARS,  
to her duly paid, the receipt of which is hereby acknowledged, in all sold, and by these presents do grant, bargain, sell and mortgage  
to the said part 2d 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 East Fifty (50) feet of Lots numbers Six (6) and Seven (7) in Block number twelve  
(12) of Babcock's Enlarged Addition to the City of Lawrence, said County and State.  
Also the North Fifty (50) feet of the West Seventy-five (75) feet of said Lot number Six (6)  
in Block number Twelve (12) of Babcock's Enlarged Addition as aforesaid, the parcel first  
described being 50 x 150 feet fronting of Ontario street and the latter 50 x 75 feet ~~xxx~~  
fronting of Vermont street in said City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 s 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  
Eight hundred & fifty 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 part 2d of the second part  
Payable five years after, date with interest thereon according 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 part 2d 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 part 2d making such sale, on demand, to said Parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

William H. Russ [SEAL]Grace M. Russ [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.BE IT REMEMBERED, That on this 27th day of August A. D. 1910, before me,Jennie Beth a Notary Public in and for said County and State, came  
William H. Russ and Grace M. Russ, his wife\_\_\_\_\_ to 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 30 Nov 1912Jennie Beth  
Notary Public.Filed for Record the 29 day of Aug A. D. 1910, at 9:30 o'clock 9 M.Howard L. Lawrence Register of Deeds.

Deputy.

Recorded Feb 27 1912  
George J. Lawrence  
Register of Deeds.The following is endorsed on the original instrument:  
This note having been paid in full, the property is hereby released and the  
same is hereby released and discharged. As witness my hand this 27th day of August, A. D. 1910.  
Jennie BethThe following is endorsed on the original instrument:  
This note having been paid in full, the property is hereby released and the  
same is hereby released and discharged. As witness my hand this 27th day of August, A. D. 1910.  
Jennie BethRecorded Feb 27 1912  
George J. Lawrence  
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