

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1st day of September in the year of our Lord One Thousand Nine Hundred and ten, between August Lawrence & Wilhelmus Lawrence his wife of Palmyra Twp in the County of Douglas and State of Kansas, of the first part, and Carrie Mussock 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, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 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:

The south half of the south west quarter of section Twenty Eight (28) and also Ten (10) acres in South west corner of North west quarter of South East Quarter of Section Twenty eight, Township Fourteen (14) Range Twenty One (21) described as follows; Commencing at the southwest corner, thence running East Fifty Five (55) rods Two (2) feet Eight (8) inches thence north Twenty Nine (29) rods, Thence West Fifty five (55) rods Two (2) feet Eight (8) inches, thence South Twenty Nine (29) rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save a first mtg for \$2300.00 favor The Merriam Mtg Co due Sept 1st 1910

This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred Dollars according to the terms of one certain Coupon note this day executed and delivered by the said parties of the first part to the said part of the second part Payable five years after date with interest at the rate of 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 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 of the second part, less 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 parties making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

August Lawrence [SEAL]

Wilhelmus Lawrence [SEAL]

[SEAL]

## STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 29th day of September A. D. 1910, before me,

August Lawrence & Wilhelmus Lawrence, his wife a Notary Public in and for said County and State, came

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 on 24th of February 1914

Harry L. Mussock Notary Public.

Filed for Record the 4 day of Oct A. D. 1910, at 9 o'clock A. M.

Floyd L Lawrence Register of Deeds.

Deputy.

(The following is endorsed on the original instrument)  
This mortgage having been paid in full, it is hereby released on this the original instrument, this 1st day of September 1910  
Carrie Mussock

Recorded Sept 3rd 1910  
Floyd L Lawrence  
Notary Public  
Geo. C. Mager, Jr.

(The following is endorsed on the original instrument)  
This mortgage having been paid in full, it is hereby released on this the original instrument, this 1st day of September 1910  
Floyd L Lawrence  
Notary Public