

# MORTGAGE RECORD No. 49.

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

This Indenture, Made this 16th day of December in the year of our Lord nineteen  
hundred and ten, between George P. Shaad and Mertyn Shaad  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Harvey Fleming of the second part:

Fifteen 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 part of 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:

Lot number fifteen (15) in university Heights part two (2) according  
to plat filed Nov 2nd 1909 in the office of the Register of Deeds Douglas  
County Kansas, said university Heights part two (2) being located in  
the South East part of the South West Quarter (4) of Section thirty six (36)  
Township twelve (12) Range Nineteen (19) in the County of Douglas  
State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
George P. Shaad and Mertyn Shaad 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Fifteen hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said George P. Shaad and Mertyn Shaad to the said part of of the second part  
with ten Coupon notes attached thereto in sum of \$45 Each

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 of of the second part, the 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 of making such sale, on demand, to said George P. Shaad and Mertyn Shaad  
heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

George P. Shaad [SEAL]  
Mertyn Shaad [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16th day of December A. D. 1910, before me,

Dr. A. Hazen a Notary Public in and for said County and State, came  
George P. Shaad and Mertyn Shaad, 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 Oct 11 1914

Dr. A. Hazen Notary Public.

Filed for Record the 17 day of Dec A. D. 1910, at 9 o'clock A. M.

Flavel Lawrence Register of Deeds.  
Deputy.

This mortgage is subject to the original instrument.

The whole herein described and having been paid in full, this mortgage is hereby released and this

has been cancelled and discharged. As witness my hand this 16th day of December, A. D. 1910.

Recorded Dec 16 1910

Harvey Fleming

Geo. C. Lawrence

Dec 6 1910

Flavel Lawrence

Register of Deeds

Deputy