

MORTGAGE RECORD No. 49.

691

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

This Indenture, Made this 7th day of August in the year of our Lord nineteen hundred nine (1909), between Hannah Quincy, an unmarried woman of Douglas in the County of Douglas and State of Kansas, of the first part, and Charles E. Sutton of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One hundred and fifty (\$150.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage to the said party 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 fifteen (15) in Brezgedale, an addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Hannah Quincy doth hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and inalienable 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 One hundred fifty Dollars according to the terms of One certain note this day executed and delivered by the said Hannah Quincy to the said party of the second part

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, 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Hannah Quincy, her heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Hannah Quincy [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, that on this 7th day of August A. D. 1909, before me,

Chas F. Brook
Hannah Quincy, an unmarried woman

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

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 June 1st, 1910

Chas F. Brook
Notary Public.

Filed for Record the 15 day of March A. D. 1911, at 3 o'clock P.M.

Hayd L. Lawrence
Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereon is hereby extinguished. As witness my hand, this 9th day of June, A. D. 1913
Charles E. Sutton

This release was written on the original mortgage entered this 22nd day of May, 1909.
Hayd L. Lawrence
Reg. of Deeds

Deputy

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