

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 10th day of May in the year of our Lord 1911 hundred and eleven, between Burch E. Tuttle & N. Elizabeth Tuttle his wife of Douglas and State of Kansas, of the first part, and The Merchants Loan and Savings Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of 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 2d of the second part its successors 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 West half (1/2) of the Northwest Quarter (N.W. 1/4) of Section No twenty-six (26) Township Thirteen (13) Range Twenty (20)

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 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 \$1500.00 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 at 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 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, its successors 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 seals the day and year first above written.

Signed, Sealed and Delivered in presence of
Hugh Blair B. E. Tuttle N. Elizabeth Tuttle
[SEAL] [SEAL] [SEAL]

STATE OF KANSAS, }
Douglas County } ss.
BE IT REMEMBERED, That on this 11th day of May A. D. 1911, before me, Burch E. Tuttle & N. Elizabeth Tuttle his wife 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 28 Decr 1913 Hugh Blair Notary Public.

Filed for Record the 12 day of May A. D. 1911, at 11 o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby sealed and discharged. As witness my hand this 11th day of May, A. D. 1911.

By F. L. Lawrence Register of Deeds.

Recorded May 18 1911

By F. L. Lawrence Register of Deeds.

By F. L. Lawrence Deputy.