

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 25<sup>th</sup> day of July in the year of our Lord Nineteen  
hundred and eleven between  
Joseph E. Sullivan of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Murchant Loan and  
Savings Bank, a corporation of the second part:  
 Witnesseth, That the said party of the first part, in consideration of the sum of  
Four hundred DOLLARS,  
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage  
 to the said party of the second part its successors 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:

Fractional lot Number One Hundred Sixty-five (165) on Mississippi  
street, and fractional lot number One (1) in Block Three (3) Lane's  
First Addition to the City of Lawrence, all in 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  
Joseph E. Sullivan does hereby covenant and agree that  
 at the delivery hereof he was 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  
\$ 400.  
 according to the terms of one certain note this day executed  
 and delivered by the said party of the first part 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, its 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 party making such sale, on demand, to said party of the first part, his  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Joseph E. Sullivan [SEAL]  
 [SEAL]  
 [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of July A. D. 1911, before me,

H. E. Benson a Notary Public in and for said County and State, came

Joseph E. Sullivan,

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 Jan 22<sup>nd</sup> 1912

H. E. Benson Notary Public.

Filed for Record the 25<sup>th</sup> day of July A. D. 1911, at 9<sup>40</sup> o'clock A.M.

Clayton L. Lawrence Register of Deeds.  
R. M. Mc Donnell Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand and seal this 28<sup>th</sup> day of December, 1911.  
Clayton L. Lawrence Register of Deeds.  
Clayton L. Lawrence Register of Deeds.  
M. Mc Donnell Deputy.

Recorded Dec 28 1911

Clayton L. Lawrence  
 Register of Deeds.