

MORTGAGE RECORD No. 49.

239

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

One thousand
Dollars, be-
in the County of

of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
in the County of Douglas,

and Twelve (12)
in to the

said -
covenant and agree that
a good and indefeasible

the payment of the sum of
part of the second part

ent, or any part thereof,
e, and the whole amount
of all the moneys arising
making such sales, and the
part, their

day and year first above

[SEAL]
[SEAL]
[SEAL]

D. 1911, before me,
County and State, came
myself
known to be the same
me.
Official seal on the day and

man
Notary Public.
F. M.
Register of Deeds.
Deputy.

This following is indexed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the
lien thereby created is extinguished. As witness my hand this 19th day of September, A. D. 1911.

Recorded
Sept 19 1911
Floyd L. Lawrence
Register of Deeds

This Indenture, made this 26th day of July in the year of our Lord one thousand and ten, between A. F. Messner & Elizabeth J. Messner, his wife of McCracken in the County of Rush and State of Kansas, of the first part, and

J. A. Wagner of the second part:
Witnesseth, That the said part 1st of the first part, in consideration of the sum of One hundred & twenty six & 7/10 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 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:

All of lots 42, 43, 44 & 45 Druggers Subdivision of lots addition number four (4) in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said A. F. Messner & Elizabeth J. Messner 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 \$196.50 according to the terms of one certain note this day executed and delivered by the said A. F. Messner & Elizabeth J. Messner to the said part 2d of the second part J. A. Wagner.

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, her 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 A. F. Messner, Elizabeth J. Messner, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

A. F. Messner [SEAL]
Elizabeth J. Messner [SEAL]
[SEAL]

STATE OF KANSAS,
Rush County } ss.

BE IT REMEMBERED, That on this 27 day of September A. D. 1911, before me, Scott W. Underhill a Notary Public in and for said County and State, came A. F. Messner and Elizabeth J. Messner 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 February 3 1915 Scott W. Underhill Notary Public.

Filed for Record the 4 day of Oct A. D. 1911, at 11 o'clock 9 M.
Floyd L. Lawrence Register of Deeds.
Deputy.