

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 10th day of June in the year of our Lord one thousand  
four hundred and twelve, between Nora Wetzenborn Ego and Charles A.  
Ego Jr. her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and M. G. Garrill of the second part:

**Witnesseth,** That the said part two of the first part, in consideration of the sum of Seven 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 party 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:

and State of Kansas, described as follows, to-wit:

Lot numbered Sixty Five (65) and Sixty Seven (67) New Hampshire  
Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ~~two~~ of the first part therein. And the said Nara Hutzeyman & Co of Charles A. Bos Jr do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain mortgage to the Citizens State Bank given to secure the payment of \$4000<sup>00</sup> due Feb 10 1917 with

This Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of One certain note this day executed  
and delivered by the said Dora Krutzger Ex E Charles A. Case Jr to the said part 4 of the second part  
Payable in one year with interest at 7% 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 4 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 sales, and the overplus, if any there be, shall be paid by the part 4 making such sale, on demand, to said Dora Hestonickam, C/o, her heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

*Signed, Sealed and Delivered in presence of*

Dora Weitzenkarn Coe [SEAL]  
Charles A Coe Jr. [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of June A. D. 1912, before me, R. H. Sparr a Notary Public in and for said County and State, came Dora Heitzenkarn Case and Charles A. Case Jr. her husband to me personally known to be the same person <sup>4</sup> 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 Nov 16th 1915 G. H. Sparr Notary Public

Filed for Record the 12<sup>th</sup> day of June A. D. 1912, at 11<sup>30</sup> o'clock a M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

The note herein described having been paid in full, this money is to be refused and the  
 alien thereby created discharged. As witness my hand, this 2nd day of April 1917.  
 (The signature of the witness is not to be made)

Received Oct 3 1912  
Thayer & Lavin  
Regents Palace