

Made this 8th day of December

Notation Hundred and fourteen day of December in the year of our Lord  
 Rose A. Martin, his wife between Hon. E. Martin and  
 Douglas M. of Lawrence in the County of  
 and State of Kansas, of the first part, and,

and State of Kansas, of the first part, and  
*Merchants Loan & Savings Bank, a corporation* of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred & fifty 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 of the second part their 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:

Lot number ninety six (96) New Jersey Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 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. S 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 Three hundred and fifty Dollars 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 4 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, their 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 of the first part, their making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

*Wm. E. Martin* (SEAL)

Rose A. Martin (SEAL)

.....(SEAL)

STATE OF KANSAS.

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of December A. D. 1944, before me,

.....  
 ..... a Notary Public in and for said County and State, came  
 .....  
 ..... Rose A. Martin, his wife  
 .....

.....to me personally known to be the same person, 9 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 July 24 1917 1917 March

Filed for Record the 14th day of Dec., A. D. 1914, at 921 o'clock A.M.

A. D. 1977, At \_\_\_\_\_ o'clock \_\_\_\_\_ M.

*Floyd L. Lawrence* Register of Deeds

*Geo. C. Wetzel* Deputy.

(The following is rendered on the original instrument)

The note herein described having been paid on July 1, 1945, and the same being hereby created and entered as witness my hand this 1st day of January, A. D. 1945.

together with the official seal of the Merchants Loan & Savings Bank

*Ex. Dec-3 Merchants Loan & Savings Bank  
F.L. Whipple Cashier*

Dec. 22nd

Floyd L. Lawrence

Geo. L. Mottel, Jr.  
Register of Deeds.