

I hereby approve the above and foregoing mortgage this 7th day of April 1908. *E.B. Hugh Means* - Probate Judge, Douglas County, Kansas.
MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of April, in the year of our Lord nineteen hundred and Eight, between Edwin L. Garrett, guardian of the Estate of Clarence F. Garrett, Jane and Annette Garrett, minors of Douglas County of the State of Kansas, of the first part, and Edwin Kelley, of Dodge County, Wisconsin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred (\$2500.) 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, 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: The West Twenty (20) Acres of the North One Hundred and Twenty (120) Acres of the South West Quarter of Section No. Twenty Four (24), in Township No. Twelve (12), South, of Range No. Nineteen (19), East of the 6th P.M. - Parties of the first part hereby agree to maintain insurance of \$1000. on the buildings now on or to be erected on said premises, for the benefit of said second party, his heirs or assigns during the existence of this loan, with all the appurtenances, and all the estate, title and interest of the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they will Warrant & defend the same in the quiet & peaceable possession of the said second party, his heirs and assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of \$2500.

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in Five years from date, with interest from date at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Sale to above described party after maturity for default at the rate of ten per cent per annum, 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, 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 party making such sale, on demand, to said parties of the first part, 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
Edwin L. Garrett [SEAL]
Edwin L. Garrett, Guardian [SEAL]
Minor heirs of Clarence F. Garrett, dec. [SEAL]
Viollita Garrett

STATE OF KANSAS,
County of Douglas ss.
BE IT REMEMBERED, That on this 3rd day of April, A. D. 1908, before me, the undersigned a Notary Public in and for said County and State, came Edwin L. Garrett, guardian of Edwin L. Garrett, Guardian of the Estate of Clarence F. Garrett, Jane and Annette Garrett, minors to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, for himself, his heirs and assigns, and 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 Dec. 12th 1908 Wm D. Sinclair Notary Public.

Filed for Record the 3 day of April, A. D. 1908, at 3⁵⁵ o'clock A. M.
A.W. Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

State of Kansas, County of Douglas ss. I, Notary Public, do hereby certify that the foregoing mortgage was duly recorded in my office on the 7th day of April 1908, at 3:55 o'clock A.M. and the same is hereby acknowledged by the parties thereto, and the same is hereby certified to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, for himself, his heirs and assigns, and in WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
Edwin Kelley
Notary Public
Resident Mch 8 1911
King & Lawrence
Register of Deeds