

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty-third day of March in the year of our Lord One thousand nine hundred and eight, between John E. North & Lula W. North his wife of Douglas and State of Kansas, of the first part, and John H. Allen of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Three hundred and Ninety Four DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 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 south east quarter of the North east quarter of Section Eleven
 of Township Fourteen C.W. Range Eighteen (14) E. of 6th S. W. less
 the East ten (10) acres thereof also less a tract of Five (5) acres
 in a square form in the south west corner of said south
 east quarter of the north east quarter of said section eleven (14)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John E. North do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and indefensible 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 Ninety four Dollars according to the terms of one certain note this day executed, and delivered by the said John E. North & Lula W. North to the said part of the second part payable two years after date with interest payable annually at the rate of eight 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 part 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 making such sale, on demand, to said John E. North - his heirs and assigns, with privilege of paying any amount so principal at any time.

IN WITNESS WHEREOF, The said part 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

John E. North [SEAL]
Lula W. North [SEAL]
 _____ [SEAL]

STATE OF KANSAS,
 County of Douglas } ss.

BE IT REMEMBERED, That on this 7th day of April A. D. 1908, before me, Geo. A. Banks Notary Public in and for said County and State, came John E. North and Lula W. North husband and wife to me personally known to be the same persons 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. 27 - 1908

Geo. A. Banks
 Notary Public.

Filed for Record the 15th day of May A. D. 1908, at 2:30 o'clock P. M.

All, County Clerk, Register of Deeds.
By Ed. E. Christy, Deputy.

Recorded July 30 1910
 County Clerks Office
 Filed for Record
 F. G. Register of Deeds.

Nov. 27 1908
 Recorded

This instrument is acknowledged and certified to have been paid in full; this mortgage is hereby released and the title thereto is now discharged. As witness my hand this 27th day of November A. D. 1910.