MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty first day of September in the year of our Lord Nineteen hundred and eight between Violet Garrett unmarried and Edwin L. Garrett, Guardian of the Estate of Clarence Garrett, Irene Garrett & Arnetta Garrett minors of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. T. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred ($500.) 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 East Thirty (30) 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.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Violet Garrett and Edwin L. Garrett Guardian 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 indefensible estate of inheritance therein, free and clear of all incumbrances except that they will Warrant & Defend the same in the quiet & peaceable possession of said second party, his heirs & assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars

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 to maturity evidenced by coupons attached thereto, & interest after maturity or default at the rate of ten % per annum until fully paid in cash or by Sheriff's Deed of above described property.

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 parts their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Violet Garrett [SEAL]
Edwin L. Garrett Guardian [SEAL]
of Clarence F. Irene and Arnetta Garrett, Minors [SEAL]

STATE OF KANSAS,
County of Harvey } ss.

BE IT REMEMBERED, That on this 25 day of September A. D. 1908, before me, D. S. Macy a Notary Public in and for said County and State, came Violet Garrett a single woman 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 Aug. 25 - 1910

D. S. Macy *Notary Public.*

Filed for Record the 25 day of Sept, A. D. 1908, at 10 o'clock A. M.

(See margin for 2nd acknowledgement)

A. W. Armstrong *Register of Deeds.*
By Eric E. Armstrong *Deputy.*

In consideration of full payment of the within mortgage I hereby release the same this 26th day of Sept. 27. 1911
Edwin L. Garrett

Filed for Record Sep 27 1911 at 11 o'clock A. M.
A. W. Armstrong
Register of Deeds

For Assignment see Book 75 Pg 91 (Pg 22)
For Assignment see Book 77 Pg 91
ATTEST:
Geo. E. Wellman
Assistant Register of Deeds

State of Kansas, County of Douglas, ss. Be it Remembered, that on this 24th day of Sept. A.D. 1908 before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Edwin L. Garrett, Guardian of the Estate of Clarence, Irene & Arnetta Garrett, minors, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes therein set forth. Witness my hand and seal the day and year last above written. (SEAL) W. T. Sinclair
My commission expires Jan. 23 - 1909

Received April 5 1910
Fred L. Spencer

The note herein described having been paid in full, I hereby release and discharge this mortgage