

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 9 day of February in the year of our Lord nineteen
hundred nine, between Gottlieb Sudd & Marie Sudd
his wife of Kansas in the County of

Douglas and State of Kansas, of the first part, and
Eva S. Clark of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four 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 her 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 north half of the south east quarter of Section
Eighteen (18) Twp. fifteen (15) Range Twenty (20) and also beginning
65 rods West of the South East Corner of N.E. 1/4 Sec. 18.
th. East 65 rods to S. E. corner of said N.E. 1/4 Sec. 18. th N. 7 1/2
rods; th W. 61 1/2 rods; th South to beginning containing in all 83 acres
Less the railroad right of way.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Gottlieb Sudd & Marie Sudd do hereby covenant and agree that
at the delivery hereof they are the lawful owner 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
Four hundred fifty dollars
according to the terms of one certain note this day executed
and delivered by the said Gottlieb Sudd & Marie Sudd to the said party of the second part
due in 2 yrs. with 12 interest 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 party of the second part, her 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 Gottlieb Sudd his
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
(See Annex) Gottlieb Sudd [SEAL]
Marie Sudd [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, that on this 11 day of Feb. A. D. 1909, before me,
W. M. Clark a Notary Public in and for said County and State, came
Gottlieb Sudd and Marie Sudd his wife



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 May 15 1911 W. M. Clark Notary Public.

Filed for Record the 11 day of Feb. A. D. 1909, at 11 o'clock A. M.

Floyd Lawrence Register of Deeds.
Deputy.

(The following is endorsed on the original instrument)
The note secured described having been paid in full this mortgage
is hereby released and the debt thereby created discharged
as witness my hand, this 23 day of July, A. D. 1910
Eva S. Clark

Recorded Aug. 5 1910
Floyd Lawrence
Register of Deeds.