

MORTGAGE RECORD No. 45.

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

This Indenture, Made this sixth day of March in the year of our Lord nineteen
hundred and nine, between James C. Harris and Annie S.
Harris, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Mrs. M. F. Elder of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Thirteen Hundred 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:

Lot Number One Hundred & Eighty Eight (188)
on Tennessee street, in the City of Lawrence,
Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party 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 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
Thirteen hundred dollars
 according to the terms of Two certain Notes for \$300 and \$1,000 each
 and delivered by the said Parties of the first part to the said party of the second part
see respectively in six and twelve months

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 party 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 hands and seal the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Hugh Blair

James C. Harris [SEAL]

Annie S. Harris [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of March A. D. 1909, before me,

Hugh Blair a Notary Public in and for said County and State, came

James C. Harris and Annie S. Harris 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 28th Dec. 1909

Hugh Blair

Notary Public.

Filed for Record the 11th day of March A. D. 1909, at 8³⁵ o'clock A. M.

Joseph Fawcett

Register of Deeds.

Deputy.

The following is endorsed on the original instrument:
 The note herein described having been paid in full this mortgage is
 hereby released and the lien thereon created discharged. As Witness my hand this
 5th day of May A.D. 1909
 Mrs. M. F. Elder