

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 thirteen
hundred and nine (1909) between Benjamin F. Todd
 of _____ in the County of
Douglas and State of Kansas, of the first part, and T. A. Ewing
 of the second part:

Witnesseth, That the said part _____ of the first part, in consideration of the sum of
One hundred (\$100.00) DOLLARS,

to _____ duly paid, the receipt of which is hereby acknowledged, he _____ sold, and by these presents do _____ grant, bargain, sell and mortgage
 to the said part _____ of the second part _____ 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 nos. one-hundred and Fifty-seven (157) and
one-hundred and Fifty-nine (159) on the South side of
Elm street, Block no. Twelve (12) in that part of the
City of Lawrence, formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part _____ of the first part therein. And the said
Benjamin F. Todd 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
(\$100.00)

according to the terms of one certain note this day executed
 and delivered by the said Benjamin F. Todd to the said part _____ of the second part
due one year from date interest by Balance of purchase
Price for said premises.

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 Benjamin F. Todd
 heirs and assigns.

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

B. F. Todd [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1909, before me,

L. S. Steele a Notary Public in and for said County and State, came

Benjamin F. Todd

_____ 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 June 24, 1911

L. S. Steele

Notary Public.

Filed for Record the 1st day of April A. D. 1909, at 3 40 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Minnie A. F. Lawrence Deputy.

The following is endorsed on the original instrument:
 The note secured hereby was paid by full of the
 mortgage is hereby released and the property created thereunder
 is returned to the owner of the property on the 1st day of Feb. 20 A. D. 1911
 J. A. Ewing

Recorded July 20 1911
 Floyd L. Lawrence
 Reg. of Deeds

(The following is written across the face of the original mortgage)

Recorded Nov 6 1911