

MORTGAGE RECORD No. 45.

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

This Indenture, Made this twentieth day of April in the year of our Lord Thirteen
Hundred and nine, Between Susan M. Hamill a widow
 of Douglas in the County of
Douglas and State of Kansas, of the first part, and Wm. T. Finclair
of Lawrence Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Fifteen hundred DOLLARS,
 to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth 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 south west quarter of the south east quarter of
Section No. Twelve (12), and the north eighty-four (84) acres of the
North East quarter of Section No. Thirteen (13) all in Township No
Fourteen (14) South of Range No. Seventeen (17) East of 6th Principal
Meridian, and containing one hundred and twenty-four (24)
acres of land more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Susan M. Hamill doth hereby covenant and agree that
 at the delivery hereof she is 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 and that she will warrant and defend the
of said second party, his heirs or assigns forever against all persons lawfully claiming

This Grant is intended as a Mortgage to secure the payment of the sum of
Fifteen hundred Dollars
 according to the terms of one certain mortgage made this day executed

and delivered by the said Susan M. Hamill to the said party of the second part
due in five (5) years from date, with interest from date to maturity as evidenced
by coupons attached thereto, and interest, after maturity or default, at the rate of ten
(10) per cent per annum until fully paid in cash, or by Sheriff's Deed to the
premises above described
 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, and the instrument is 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 Susan M. Hamill her
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part hath hereunto set her hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Susan M. Hamill [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of April A. D. 1909, before me,

Jos. E. Riggs

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

Susan M. Hamill, widow

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 March 30th 1913

Joseph E. Riggs Notary Public.

Filed for Record the 9 day of April A. D. 1909, at 11th o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Winnie A. F. Lawrence Deputy.

For release see Book 51, page 51414
 For release see Book 47, Page 246