

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 24 day of April in the year of our Lord nineteen
hundred and nine, between B. A. Todd & S. E. Todd his wife
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
J. A. Ewing of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of
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 part y 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:

Lots Nos One Hundred and fifty seven (157) and
one hundred and fifty nine (159) on South side
of Elm Street in North Lawrence in the
city of Lawrence Subject to a mortgage
of \$100 between same parties

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
B. A. Todd & S. E. Todd 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 except a mortgage of \$100

This Grant is intended as a Mortgage to secure the payment of the sum of
\$500.00

according to the terms of one certain note this day executed
and delivered by the said B. A. Todd & S. E. Todd to the said part y of the second part
Payable in one year interest at rate of three
per cent per annum

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 y 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 y making such sale, on demand, to said B. A. Todd his
heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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
J. A. Ewing [SEAL]
Lucy Ewing [SEAL]
B. A. Todd [SEAL]
S. E. Todd [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 24 day of April A. D. 1909, before me,
Theodore F. Rudisill a Notary Public in and for said County and State, came
J. A. Ewing and B. A. 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 March 1, 1913 Theodore F. Rudisill
Notary Public.

Filed for Record the 24 day of April A. D. 1909 at 3 o'clock P. M.

Floyd Lawrence Register of Deeds.
Deputy.

The following is copy placed on the record for the purpose of showing that the mortgage was duly paid, and the same was discharged by the said J. A. Ewing on May 16, 1910.

Recorded May 16, 1910
F. L. Rudisill
Register of Deeds
Deputy