

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 26 day of April in the year of our Lord Nineteen
hundred and nine, between Fred O Colman and Fannie R Colman,
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Albert A Helwig of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand Five Hundred (\$2500.00) and no/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, he u sold, and by these presents do 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 West Half (1/2) of Tract Fifteen (15) acres of North East
Quarter (1/4) of North West Quarter (1/4) Section Five (5) Township
Thirteen (13) Range (20) Twenty East of 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Fred O Colman and Fannie R Colman, his wife 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 and will keep the buildings
located on said above premises insured for a sum not less
than \$1300.00 This Grant is intended as a Mortgage to secure the payment of the sum of
(\$2500.00)

according to the terms of one certain note this day executed
and delivered by the said Fred O Colman and Fannie R Colman, his wife of the second part
and dated April 15, 1909 payable 10 years thereafter with interest at 7% per
annum payable semi-annually with privilege of paying any sum of \$100.00 or
more at any interest paying time after one year from date
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, 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 Fred O Colman, 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

Fred O Colman [SEAL]

Fannie Ruth Colman [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 27 day of April A. D. 1909, before me,

Frank E Banks a Notary Public in and for said County and State, came

(L.S.)

Fred O Colman and Fannie R. Colman 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 November 8 1910

Frank E Banks

Notary Public.

Filed for Record the 3rd day of May A. D. 1909 at 8:45 o'clock A M.

Floyd A Lawrence Register of Deeds.

Deputy.

For release see Book 8 Page 237
for assignment see Book 47 Page 437