

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this first day of June in the year of our Lord Twentieth hundred and nine between Ruth A Roberts, widow of Douglas in the County of Douglas and State of Kansas, of the first part, and H F Harmon of Jefferson County Kansas of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Thirteen Hundred (\$1300) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said part 2 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 North East Quarter of the North East Quarter of Section No. One (1) in Township No. Twelve (12) of Range No. Nineteen (19) East Also the following described tract of land situated in Jefferson County, Kansas to-wit: The South East Quarter of the South East Quarter of Section No. Forty-six (46) in Township No. Eleven (11) of Range No. Nineteen (19) East.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Ruth A Roberts does 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Ruth A Roberts to the said part 2 of the second part said note is due on or before two years from date and bears interest at 6 per cent per annum payable semi-annually

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 2 of the second part, or 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 2 making such sale, on demand, to said Ruth A Roberts her heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Ruth A Roberts [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED that on this first day of June A. D. 1909, before me, John G A Norton a Notary Public in and for said County and State, came Ruth A Roberts a 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 Feb 22 1913

John G A Norton Notary Public.

Filed for Record the 2nd day of June A. D. 1909, at 4:15 o'clock P. M.

Floyd L Lawrence Register of Deeds.  
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 1st day of June A. D. 1909.

H F Harmon

W G Miller

Recorded Jan 5th 1916  
Floyd L Lawrence  
Register of Deeds