

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 First day of April in the year of our Lord ninteen
hundred and Nine between Walter J.B. Herriott and
Evelyn O. Herriott, his wife, of the City of Garden City in the County of
Finney and State of Kansas, of the first part, and
M.M. Herriott of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Thirty-three Hundred 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 party of the second part her 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 (1/4) of Section number twenty
seven (27) in Township number twelve (12) of Range
number nineteen (19), Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Parties of the first part do hereby covenant and agree that
at the delivery hereof they are the lawful owners 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
thirty three Hundred Dollars
according to the terms of One certain Note this day executed
and delivered by the said Parties of the first part to the said party of the second part
Payable five years after date with interest thereon
according to the terms of said note and coupons thereto attached

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, her 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 Parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

Walter J.B. Herriott [SEAL]

Evelyn O. Herriott [SEAL]

[SEAL]

STATE OF KANSAS,

Finney County } ss.

BE IT REMEMBERED, That on this 19th day of April A. D. 1909, before me,

C.L. Marmen a Notary Public in and for said County and State, came

Walter J.B. Herriott and Evelyn O. Herriott,

his wife, to me personally known to be the same
persons 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 Dec 19 1910

C.L. Marmen

Notary Public.

Filed for Record the 26th day of June A. D. 1909, at 8:30 o'clock A.M.

Floyd A. Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the
lien thereon is hereby extinguished. As witness my hand this 19th day of April A. D. 1909.
Jessie P. Bates Register of Deeds.
For assignment see Book 57 Page 3711
Her assignment see Book 48 Page 347

Recorded Apr 2 1909
Floyd A. Lawrence
Register of Deeds

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Jessie P.
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Bates

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in [SEAL]

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Official seal on the day and

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Notary Public.

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Deputy.