

MORTGAGE RECORD No. 45.

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

This Indenture, Made this fourth day of September in the year of our Lord nineteen hundred and nine, between D. J. Husted & Rachel Husted his wife of Millamorton in the County of Jefferson and State of Kansas of the first part, and A. H. Lamb of the second part:

Eight Hundred Witnesseth, That the said part conf of the first part, in consideration of the sum of _____ 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:

Beginning at the North-east corner of the South-east Quarter of the South-west Quarter of section One (1) Township Thirteen (13), Range Nineteen (19), thence West Twenty (20) rods; thence South Forty (40) rods thence East Twelve (12) rods; thence North Twenty (20) rods; thence East Eight (8) rods; thence North Twenty (20) rods, to place of beginning, containing Four (4) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part the of the first part therein. And the said D. J. Husted & Rachel Husted 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 Eight Hundred Dollars according to the terms of one certain note this day executed _____ and delivered by the said D. J. Husted & Rachel Husted to the said part y of the second part

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 D. J. Husted & Rachel Husted or their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

D. J. Husted [SEAL]
Rachel Husted [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas Kansas } ss.

BE IT REMEMBERED, That on this 4th day of September A. D. 1909, before me,

Eva H. Neville a Notary Public in and for said County and State, came

D. J. Husted & Rachel Husted

_____ 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 October 14 1911

Eva H. Neville Notary Public.

Filed for Record the 8 day of Sept A. D. 1909, at 3²⁵ o'clock P. M.

Joseph L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 12 day of December A. D. 1911.

Eva H. Neville

For assignment see Book 4 & Page 499 (See Assignment Book 4 & Page 164)

Received of \$111

Wm. Lawrence

The note herein described having been paid in full, this mortgage is hereby released and the

Received May 2