

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 26th day of September in the year of our Lord one thousand nine hundred and nine, between John T. Myers and Amy C. Myers his wife of Boise in the County of Idaho and State of Kansas of the first part, and Sadie S. Gard of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-one hundred and thirty-seven and 50/100 (\$2137.50) 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 South West quarter of the North West quarter, and the East one-half of the North West quarter, of the North West quarter of Section No. thirty-four (34), in Township No. Twelve (12) South, of Range No. Nineteen (19) East of the 6th P.M., containing in all 60 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

John T. Myers and Amy C. Myers 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 except a mortgage in favor of said Amy C. Myers and her heirs

possession of the said party of the second part her heirs and assigns against all persons lawfully claiming same This Grant is intended as a Mortgage to secure the payment of the sum of \$2137.50

according to the terms of one certain mortgage note this day executed

and delivered by the said parties of the first part to the said party of the second part

given for part purchase money of above described premises and due in three years after date, with interest as indicated thereby,

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 sale 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 party of the first part has hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

W. W. Brisby

John T. Myers [SEAL]

Amy C. Myers [SEAL]

[SEAL]

STATE OF KANSAS, Idaho ss.

Ada County

BE IT REMEMBERED, That on this 14 day of September A. D. 1909, before me,

the undersigned a Notary Public in and for said County and State, came John T. Myers and Amy C. Myers 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 January 1911 W. W. Brisby Notary Public.

Filed for Record the 15th day of Sept. A. D. 1909, at 2 o'clock P. M.

Register of Deeds.

Deputy.

This following is confirmed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the 14th day of September 1909. Sadie S. Gard

Recorded Oct 27 1909
H. Lloyd L. Lawrence
Register of Deeds

The following is confirmed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the 14th day of September 1909.

Recorded Oct 27 1909
H. Lloyd L. Lawrence
Register of Deeds