

MORTGAGE RECORD No. 45.

379

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

This Indenture, Made this 18 day of September in the year of our Lord Nineteen
hundred and nine, between Harry Werts an unmarried man
of Endora in the County of
Douglas and State of Kansas, of the first part, and
Lester Close of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of
Six Hundred and Thirty four DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do se 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:

The South East Forty Acres of the South One hundred and Twenty
(120) acres of the South West Quarter (1/4) of section number
Eight (8) Township number Fourteen (14) Range Twenty
One (21)

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said
Harry Werts do se hereby covenant and agree that
at the delivery hereof he 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 except a mortgage given in
March 1909 to the Peoples State Bank of Lawrence Kansas for \$500
\$634 This Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of one certain note this day executed
and delivered by the said Harry Werts to the said part Y of the second part
payable on or before 10 years from date interest 6 per cent per annum payable
annually Privilege given to pay \$100 or more at any interest payment
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 Harry Werts his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Harry Werts [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, that on this 18 day of September A. D. 1909, before me,
C. F. Richards a Notary Public in and for said County and State, came
Harry Werts, an unmarried man

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 April 4 1910 C. F. Richards Notary Public.

Filed for Record the 16th day of Oct A. D. 1909 at 11 o'clock AM.

Floyd L Lawrence Register of Deeds.
Deputy.

The foregoing instrument on the original instrument is hereby acknowledged and the same is hereby created and delivered. As witness my hand this 18th day of September, A. D. 1909.

Recorded April 10th 1911
Floyd L Lawrence
Register of Deeds