

MORTGAGE RECORD No. 45.

389

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

This Indenture, Made this 23 day of October in the year of our Lord 1909
hundred Nine (1909), between Margaret Mc Clurg Ewart
a widow of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Chas A Morse of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of
Fifteen Hundred DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage
to the said part 1 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:

Beginning at the N.E. corner of the S half (1/2) of the N.E. quarter (1/4) of section
thirty-five (35) Township 26 North (26) Range 11 West (11) of the 1st
road; thence N 27 1/2° E 26 1/2° rods thence with 1/2 1/2° rods; thence East
26 1/2° rods to place of beginning containing Two (2) acres
more or less in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said
Party of the first part do 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
\$1500
according to the terms of One certain note this day executed
and delivered by the said Party of the first part to the said part 1 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 1 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 part 1 making such sale, on demand, to said Party of the first part her
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Margaret Mc Clurg Ewart (SEAL)

STATE OF KANSAS,

County } ss.

BE IT REMEMBERED, That on this 23 day of Oct A. D. 1909, before me,

W. L. Plank a Notary Public in and for said County and State, came
Margaret Mc Clurg Ewart, 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 Dec 11 1911

W. L. Plank Notary Public.

Filed for Record the 23 day of Oct A. D. 1909, at 2 40 o'clock P. M.

Floyd L Lawrence Register of Deeds.
Deputy.

For Release See Book 51 Page 355