

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 November in the year of our Lord Nineteen
hundred and nine, between Charles O. Mitchell and Fannie
Mitchell his wife now of the City of Lawrence in the County of
Douglas and State of Kansas of the first part, and
P. M. Hamlin of the same place of the second part:

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 part 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:

Lot No Eight in Addition No One (1) in that part of
the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part less 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
Three hundred dollars
according to the terms of an certain promissory note this day executed
and delivered by the said Charles O. Mitchell to the said part of of the second part
due and payable three years after date

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 of 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 of making such sale, on demand, to said parties of the second part
heirs and assigns.

IN WITNESS WHEREOF, The said part less 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

Charles O. Mitchell [SEAL]

Fannie Mitchell [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 1st day of November A. D. 1909, before me,

Joseph E. Riggs a Notary Public in and for said County and State, came
Charles O. Mitchell and Fannie Mitchell 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 Mar 30 1913

Joseph E. Riggs
Notary Public.

Filed for Record the 1st day of Nov

A. D. 1909, at 10⁵⁵ o'clock P. M.

Shogd L. Lawrence Register of Deeds.

Deputy.

The above herein described premises are hereby acknowledged and the same are duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on this 1st day of November, 1909.

Mary Berley

John E. Riggs

Bounded Oct 19 1912

Shogd L. Lawrence

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