

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Sixth day of November in the year of our Lord Nineteen
hundred and nine between John D. Gray and Margaret E. Gray, his wife of the Township
Douglas of Clinton in the County of
Douglas and State of Kansas of the first part, and
Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand 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, 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 East half of the South East (1/4) of Section Thirty (30)
in Township Thirteen (13) of Range Nineteen (19) East of
6th C. M. Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 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
Two Thousand
 according to the terms of One certain Note this day executed
 and delivered by the said Parties of the first part to the said party of the second part
Payable five years after date with interest thereon according
to the terms of said note and coupons thereto attached

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, its 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 party making such sale, on demand, to said Parties of the first part their
 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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
Jennie Matt

John D. Gray [SEAL]
Margaret E. Gray [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 6th day of Nov A. D. 1909, before me,
Jennie Matt a Notary Public in and for said County and State, came
John D. Gray and Margaret E. Gray, 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 30 Mar 1912

Jennie Matt
 Notary Public.

Filed for Record the 8th day of Nov A. D. 1909, at 10 o'clock 9 M.

Floyd L. Lawrence
 Register of Deeds.
 Deputy.

(The following is a true and correct copy of the original and the
 same has been filed for record in the office of the Register of Deeds of
 Douglas County, Kansas, on the 8th day of November, 1909.)

Recorded Nov 11th 1909

Excella Northrup

Register of Deeds

(The following is a true and correct copy of the original and the
 same has been filed for record in the office of the Register of Deeds of
 Douglas County, Kansas, on the 8th day of November, 1909.)
 Recorded Nov 24 1909
 Floyd L. Lawrence