

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Second day of September in the year of our Lord Nineteen
hundred and nine, between Henry C. Riggs & Lottie Riggs
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and J. D. Barton of the
same place of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
One Thousand two hundred DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage
to the said part 2d 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:

Beginning at a point forty (40) feet South of the South West Corner of Block
No. 117 in Lane Place Addition to the City of Lawrence, thence East
One hundred and forty seven (147) feet, thence South two hundred and ninety six
and $\frac{3}{4}$ (296 $\frac{3}{4}$) feet, thence West One hundred and forty seven (147) feet, thence
North two hundred and ninety six and $\frac{3}{4}$ (296 $\frac{3}{4}$) feet to the place of beginning
subject however to all existing roads, highways and streets.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Henry C. Riggs do 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
Twelve Hundred dollars
according to the terms of one certain note and coupons this day executed
and delivered by the said parties of the first part to the said part 2d of the second part
due and payable three years after date as specified in said note

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 2d 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 2d making such sale, on demand, to said Henry C. Riggs his
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

Henry C. Riggs [SEAL]

Lottie Riggs [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of September A. D. 1909, before me,

Joseph E. Riggs

Joseph E. Riggs a Notary Public in and for said County and State, came
Henry C. Riggs & Lottie Riggs 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 March 20 1913

Joseph E. Riggs
Notary Public.

Filed for Record the 24th day of December A. D. 1909, at 9 o'clock A M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 24th day of December, A. D. 1909.

Recorded Nov 2 1911 - J. D. Barton
J. D. Barton

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the same is hereby cancelled and discharged.

Recorded March 18 1913