

# MORTGAGE RECORD No. 45.

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

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This Release was written on the original instrument. The following is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
Attest my hand this 27th day of November, A.D. 1909.  
Hobbs Mercantile Company, by Elmer Hobbs, Secretary.  
State of Kansas, County of Douglas, ss.  
I, Wm. Clark, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same was presented to me for recording, and that the same was duly acknowledged by the parties thereto, and that the same was duly recorded by me on the 15th day of December, A.D. 1909, at 11:00 o'clock A.M.

This Indenture, Made this 14 day of December in the year of our Lord Nineteen hundred and nine, between Rebecca F. Davault, wife of Jacob Davault her husband, Wesley Davault & Maude Davault his wife & Ada Randel & Fred Randel her husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Hobbs Mercantile Company of Baldwin Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three Hundred forty five 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 2nd 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 North one half of the South West Quarter (N<sup>1</sup>/2 SW<sup>1</sup>/4) of Section Twenty five (25) Township fourteen (14) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Three hundred forty five Dollars according to the terms of one certain note this day executed and delivered by the said Parties of the first part to the said part 2nd of the second part due in five years with 8% interest payable semi-annually

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 2nd of the second part, their 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 making such sale, on demand, to said Rebecca F. Davault - her 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

William Heiff  
Chas E Becks

Rebecca F Davault [SEAL]  
Jacob Davault [SEAL]  
Wesley Davault [SEAL]  
Maude Davault [SEAL]  
Ada Randel [SEAL]  
Fred Randel [SEAL]

STATE OF KANSAS,

County } ss.

BE IT REMEMBERED, That on this 15 day of December A.D. 1909, before me,

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William Heiff a Notary Public in and for said County and State, came Frank Davault, Jacob Davault, Wesley Davault & Maude Davault 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 Feb 19 1910 William Heiff Notary Public.

Filed for Record the 28 day of Dec A.D. 1909, at 11:00 o'clock A.M.

Floyd L Lawrence Register of Deeds.  
Deputy.

The following is returned on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 12th day of December, A.D. 1910.

Recorded Nov 16 1910