

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

This Indenture, Made this Fifth day of January in the year of our Lord Nineteen
Hundred and ten (1910), between _____

David B. Harrell and Ida J. Harrell, husband and wife of Clayton in the County of

_____ and State of Kansas, of the first part, and _____
Mrs. S. A. Hubbard of Nashville, Tennessee _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand (\$4000.) DOLLARS, to ~~them~~ duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

North West Quarter ($\frac{1}{4}$) of section No. Thirty-four (34) and West Sixty (60) acres of North East Quarter of Section No. Thirty-four (34) in Township No. Thirteen (13) South of Range No. Eighteen (18) east of Sixth (6th) Principal Meridian Kansas. Containing 220 acres more or less.

The notes hereby secured are part of purchase price of said premises and can be paid in the sums of \$100 or any multiple thereof at any interest paying time.

with all the appurtenances, and all the estate, title and interest of the said part see of the first part therein. And the said David B. Harrell and his S. Harrell do hereby covenant and agree that at the delivery hereof they 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

according to the terms of two certain miles this day executed
and delivered by the said David B. Harrell and Ida S. Harrell to the said part of of the second part
one for \$500 payable in 2 years and one for \$3500 payable in
six years at 6% payable 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 party 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 party making such sale, on demand, to said David P. Farrell, her heirs and assigns.

IN WITNESS WHEREOF, The said part the of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

David B Harrell [SEAL]

Ida S. Harrell [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5 day of Jan'y A. D. 1910, before me,



L. D. Steele (a Notary Public in and for said County and State, came
David B. Harrell and Ida J. Harrell, 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~~^{Testimony} WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 20 1910

L. S. Steele Notary Public.

Filed for Record the 14th day of Jan A. D. 1910, at 12²⁵ o'clock P. 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 10th day of Dec. A. D. 1912.

Recorded Jan 16th 1918

Estelle Withers
Register of Deeds