

MORTGAGE RECORD No. 45.

447

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

This Indenture, Made this first day of January in the year of our Lord Nineteen
hundred and ten, between William M. Kay and Rosa M. Kay
(husband and wife) of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
M. A. Garrill of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Hundred (\$400.00) 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. Sixteen (16) in Doane's Subdivision of Block No
Seven (7) in Earl's Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
William M. Kay and Rosa M. Kay 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
Four Hundred Dollars
according to the terms of an certain note this day executed
and delivered by the said William M. Kay and Rosa M. Kay to the said part of the second part

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 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 making such sale, on demand, to said William M. Kay and Rosa M. Kay, their
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

William M. Kay [SEAL]
Rosa M. Kay [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 3 day of January A. D. 1910, before me,
W. G. Plank a Notary Public in and for said County and State, came
William M. Kay and Rosa M. Kay husband and 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 Dec 11 1911 W. G. Plank Notary Public.

Filed for Record the 15 day of Jan A. D. 1910, at 10 o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
These deeds having been paid in full, the mortgage is hereby released and the
lien thereby created discharged. As witness my hand and this 10th day of January, A. D. 1910.

M. A. Garrill

Recorded Sep 3 1913

Floyd L. Lawrence

Register of Deeds

M. A. Garrill Deputy