

## MORTGAGE RECORD No. 45.

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

The following is referred to in the original instrument as the mortgage herein described having been paid in full, this mortgage is hereby released and the mortgagor is discharged. As witness my hand this 21st day of Jan'y. A. D. 1910.

Recorded Jan. 21st 1910  
 Estate of William F. Elkin  
 Charles B. Fontaine

This Indenture, Made this eighteenth day of January in the year of our Lord Nineteen  
hundred and ten, between William F. Elkin and Grace Elkin  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Fredrick B. Fontaine of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two Thousand Five Hundred 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 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:

The east one hundred (100) acres of the southwest quarter of  
Section Number twenty nine (29), Township twelve (12) and  
Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parcels of the first part therein. And the said  
William F. Elkin and Grace Elkin do hereby covenant and agree that  
 at the delivery hereof they (the lawful owners 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  
\$2500  
 according to the terms of one certain note this day executed  
 and delivered by the said William F. Elkin and Grace Elkin to the said party 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 party of the second part, and 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 or 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

William F. Elkin [SEAL]

Grace Elkin [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of January A. D. 1910, before me,



Eva H. Neville a Notary Public in and for said County and State, came  
William F. Elkin and Grace Elkin

to me personally known to be the same persons 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 (October) 14 1911

Eva H. Neville  
 Notary Public.

Filed for Record the 18 day of Jan A. D. 1910, at 4 o'clock P. M.

Flora L. Lawrence Register of Deeds.  
 Deputy.

The following is a copy of the original instrument as the mortgage herein described having been paid in full, this mortgage is hereby released and the mortgagor is discharged. As witness my hand this 21st day of Jan'y. A. D. 1910.