

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty eighth day of January in the year of our Lord Thirteen  
Hundred and Ten, between Fred E Allen and Ida M. Allen his wife  
Douglas of Lansdowne in the County of  
Wm. T. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Three Hundred and Fifty (\$350) 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 south one half of Lot No. Ten (10), in Addition No. Eleven (11) in  
that part of the City of Lawrence known as North Lawrence:  
Parties of the first part hereby agree to maintain insurance  
of \$400. on the buildings now on or to be erected on said premises, for  
the benefit of said second party, his heirs or assigns, during the  
existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Fred E. Allen and Ida M. Allen 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 same in, the quit and pascable possession of  
the said parties of the second part, his heirs or assigns, against all  
persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of  
\$350.

according to the terms of one certain mortgage rate this day executed  
 and delivered by the said parties of the first part to the said party of the second part  
due in five years from date, with interest from date until paid as evidenced  
by coupons attached thereto, and interest after maturity, or default at the rate of 10% per annum  
until fully paid in cash or by installments as above described property  
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, 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 party making such sale, on demand, to said parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Fred E. Allen [SEAL]

Ida M. Allen [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of January A. D. 1910, before me,

The undersigned a Notary Public in and for said County and State, came  
Fred E Allen and Ida M Allen, his wife

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 30th 1913

Joseph C. Riggs Notary Public.

Filed for Record the 29 day of January A. D. 1910, at 8 o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

In consideration of full pay-  
 ment of the within mortgage  
 I hereby release the same this  
28th day of January, 1910.  
Floyd L. Lawrence

Floyd L. Lawrence  
Register of Deeds.

(The following is endorsed on the original instrument)  
 The parties to this mortgage having been paid in full at the  
 expiration of the term of the original instrument, the parties to  
 the same have agreed to release the same.

Recorded Feb. 1st 1910  
Floyd L. Lawrence