

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Fourth day of February in the year of our Lord Nineteen
Hundred & Ten, between Asa Harrison Rutton, single
of the City of Cedar Rapids in the County of
Linn and State of Iowa of the first part, and
Hugh Blair of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of
Four Hundred DOLLARS,
 to him duly paid, the receipt of which is hereby acknowledged, he doth sold, and by these presents doth grant, bargain, sell and mortgage
 to the said part y 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 half(1/2) of the South East quarter (1/4) of Section Twenty-
three (23) in Township Thirteen (13) of Range Nineteen (19) in
said County and State

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
Party of the first part doth hereby covenant and agree that
 at the delivery hereof he is 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 One certain Note this day executed
 and delivered by the said Party of the first part to the said part y of the second part
Payable three years after date with interest thereon according
to the terms of said note and coupons thereto attached

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 y 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 y making such sale, on demand, to said Party of the first part his
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

L. R. Rucker

Wm A. Morris

Asa Harrison Rutton [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,
Linn County } ss.

BE IT REMEMBERED, That on this 9th day of February A. D. 1910, before me,
Joe P. Anderson a Notary Public in and for said County and State, came
Asa Harrison Rutton, single

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 July 14th 1912

Joe P. Anderson
 Notary Public.

Filed for Record the 16 day of Feb A. D. 1910 at 2 o'clock P M.

Floyd L. Lawrence, Register of Deeds.
 Deputy.

No note herein described having been paid in full, this
 mortgage is hereby renewed until the 27th day of August A.D. 1910
 signed by Hugh Blair.

Recorded Aug 27, 1910
 Floyd L. Lawrence
 Register of Deeds.

The note having been paid in full, this mortgage is hereby released and the
 lien hereby created thereby is hereby released and the same is hereby
 annulled. The Office of the Register of Deeds, Lawrence, Kan., 1910

Recorded Feb 14, 1912
 Floyd L. Lawrence
 Register of Deeds