

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 24 day of February in the year of our Lord Nineteen
hundred and Ten, between Charles E. Penny and Ethel J. Penny
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Daniel Heffner of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five Hundred (\$500.00) DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
to the said parties 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 Seven (7) Block Two (2) Sincairs Subdivision and
addition to the City of Lawrence Douglas Co. Kan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Charles E. Penny and Ethel J. Penny 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.

\$500.00 This Grant is intended as a Mortgage to secure the payment of the sum of
one certain note this day executed
and delivered by the said Charles E. Penny and Ethel J. Penny to the said parties 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 parties 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 parties of the second part, making such sale, on demand, to said Charles E. Penny and Ethel J. Penny his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Charles E. Penny [SEAL]
Ethel J. Penny [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24 day of Feb. A. D. 1910, before me,



R. Clyde Johnston a Notary Public in and for said County and State, came
Charles E. Penny and Ethel J. Penny

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 Jan 27 1914

R. Clyde Johnston
Notary Public.

Filed for Record the 26 day of Feb. A. D. 1910, at 5 o'clock 4 M.

Flora L. Lawrence Register of Deeds.
Deputy.

The following is referred to as the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the
same is hereby created discharged.

M.D. Brumell
CH. McQuay Jr.
W. J. W. W.

Recorded July 2nd 1910
Flora L. Lawrence
Register of Deeds,
Chas. E. McQuay Jr.
(For Assignment See Book 5th Page 41)