

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

This Indenture, Made this 16th day of March in the year of our Lord 1910 between E. R. Cole and Allotia M. Cole, his wife of Ellis in the County of

and State of Kansas, of the first part, and Clara G. Brown of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Hundred (\$1200.00) and no/100 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:

Lot number Eighty-three (83) on Tennessee Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Twelve Hundred (\$1200.00) according to the terms of 4 certain note this day executed and delivered by the said parties of the first part 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, her 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

H. C. Gress

E. R. Cole [SEAL]

Allotia M. Cole [SEAL]

[SEAL]

STATE OF KANSAS,

Ellis County } ss.

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

Harry O. Gress a Notary Public in and for said County and State, came E. R. Cole and Allotia M. Cole, his 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 Sept 20 1913 Harry O. Gress Notary Public.

Filed for Record the 19 day of March A. D. 1910, at 10 o'clock P. M.

Flayed L. Lawrence Register of Deeds.

Deputy.

The following is referred to as the original instrument. The note herein described having been paid, and this mortgage is hereby released and the same thereby created discharged. At witness my hand and seal this 19th day of March, A. D. 1910.

Recorded April 23 1910
Flayed L. Lawrence
Register of Deeds