

MORTGAGE RECORD No. 45.

505

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

This Indenture, Made this 31st day of March in the year of our Lord nineteen
hundred & eleven (1910), between William H. Cole a single man & Charles S. Cole, a single
man, (only children & heirs of Law of William H. Cole, deceased) of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
R. E. Melvin of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of
Five Hundred thirty one and 9/10 (\$531.90) 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 second 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 East Quarter (S.E. 1/4) of Section Twenty two (22) Township number
Thirteen (13) Range number twenty one (21) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said
William H. Cole, and Charles S. Cole do hereby covenant and agree that
at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefensible
estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$2068.00

This Grant is intended as a Mortgage to secure the payment of the sum of
\$531.90
according to the terms of one certain note this day executed
and delivered by the said William H. Cole and Charles S. Cole to the said part 2^d 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 second 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 2^d making such sale, on demand, to said William H. Cole & Charles S. Cole,
heirs and assigns.

IN WITNESS WHEREOF, The said part first of the first part have hereunto set their hand & seal & the day and year first above
written.

Signed, Sealed and Delivered in presence of

William H. Cole [SEAL]
Charles S. Cole [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1910, before me,



James Brooks a Notary Public in and for said County and State, came
William H. Cole, a single man & Charles S. Cole, a
single man 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 January 25 1914

James Brooks Notary Public.

Filed for Record the 1 day of April A. D. 1910, at 9:15 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The following is released on the original instrument:
This mortgage is hereby released in full, this mortgage is hereby released and the
above described property is hereby released. As witness my hand this 16th day of September, 1910.

Recorded Sept 26 1910
Floyd L. Lawrence
Register of Deeds