

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Ninth day of February in the year of our Lord Nineteen  
Hundred and Ten, between William E. Watt, single, Harry M. Watt, single,  
and Jennie Watt, single of the Township of Wakarusa in the County of  
Douglas and State of Kansas, of the first part, and  
Anna C. Gibson. of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of  
Thirty-three Hundred DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, he do grant, bargain, sell and mortgage  
to the said part of of the second part her 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:

Beginning Twelve and 30/100 chains west of the south-east corner of Lot number Three (3)

in the North-east quarter (1/4) of Section Twenty-four (24) in Township Twelve (12) South of  
Range Nineteen (19) East; thence North Eighty (80) rods; thence West to the West line of  
said quarter section; thence South Eighty (80) rods; thence East to the place of beginning  
and containing Fifty-two and one-half acres more or less, except 448/1000 acres heretofore  
conveyed by deed recorded in Deed Book 16, page 514 for graveyard purposes; also except  
right of way across the south side of said tract heretofore conveyed to William Gibson.

with all the appurtenances, and all the estate, title and interest of the said part first 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 owners of the premises, above granted, and seized of a good and indefensible  
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  
Thirty Three Hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said Parties of the first part to the said part of of the second part  
Payable five years after date, 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 of 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 part of making such sale, on demand, to said Parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said part first 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

William E. Watt. [SEAL]

Harry M. Watt. [SEAL]

Jennie Watt. [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9<sup>th</sup> day of February A. D. 1910, before me,

J. A. Wood a Notary Public in and for said County and State, came

William E. Watt, single, Harry M. Watt, single, and Jennie Watt,  
single, 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 April 10<sup>th</sup> 1913 J. A. Wood Notary Public.

Filed for Record the 13<sup>th</sup> day of April A. D. 1910, at 3<sup>01</sup> o'clock P. M.

Hoyd L. Lawrence Register of Deeds.

Minnie W. Lawrence Deputy.

This note herein described having been paid in full, this mortgage is hereby released and the same hereby revoked accordingly. As witness my hand this 9<sup>th</sup> day of February A. D. 1910.

Recorded Oct 4, 1911  
Hoyd L. Lawrence Register of Deeds  
By B. M. W. Connell Deputy

In consideration of full payment of the within mortgage

Witness  
Hoyd L. Lawrence  
Register of Deeds