

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

This Indenture, Made this First day of April in the year of our Lord nineteen
hundred and ten, between J. W. H. Terrell and Kattie C. Terrell (his wife)
Epishonia of Admire in the County of
and State of Kansas, of the first part, and

M. A. Gerrill of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Hundred Fifty (150.00) 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 No. one hundred and fifty (150) on New Jersey street
in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
J. W. H. Terrell and Kattie C. Terrell (his wife) 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 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
one hundred fifty dollars
 according to the terms of one certain note this day executed
 and delivered by the said J. W. H. Terrell and Kattie C. Terrell to the said party of the second part
payable in two years at the Merchants National Bank
of Lawrence

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, 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 party making such sale, on demand, to said J. W. H. Terrell, his
 heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have herunto set their hands and seals the day and year first above
 written.

Signed, Sealed and Delivered in presence of

J. W. H. Terrell [SEAL]

Kattie C. Terrell [SEAL]

[SEAL]

STATE OF KANSAS,

Montgomery County ss.

BE IT REMEMBERED, That on this 25th day of April A. D. 1910, before me,

Bertha W. Harton a Notary Public in and for said County and State, came

J. W. H. Terrell and Kattie C. Terrell, his

wife to me personally known to be the same

persons 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 Oct 26 1912

Bertha W. Harton
 Notary Public.

Filed for Record the 26 day of April A. D. 1910, at 2¹⁵ o'clock P M.

Floyd L. Lawrence Register of Deeds.
Marmaduke McConnell Deputy.

This mortgage is intended to be a mortgage and not a sale. The mortgage is hereby created and the same is hereby acknowledged. Attest my hand this 25th day of April, A. D. 1910.

M. A. Gerrill

Recorded March 28 1912
 Floyd L. Lawrence
 Register of Deeds.