

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

This Indenture, Made this First day of May in the year of our Lord
Nineteen Hundred & Ten, between R. Clyde Johnston & Mrs. H. Johnston, his wife
 of Douglas in the County of

Douglas and State of Kansas, of the first part, and
M. A. Merrill and Laura K. Merrill, his wife of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Eighteen Hundred (\$1800.00) 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:

Beginning at the south east corner of the south west quarter of section No. Thirty four (34) Township No. Thirteen (13) South of Range No. Nineteen (19) East of the Sixth P.M. Thence west one hundred and sixty (160) rods; to the south west corner of said quarter section thence North one hundred and sixty (160) rods to the north west corner of said quarter section; thence east sixty (60) rods thence South three (3) rods; thence in a south easterly direction to the south east corner of said quarter section, the place of beginning

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
R. Clyde Johnston and Mrs. H. Johnston, 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
Eighteen Hundred Dollars
 according to the terms of one certain Coupon note this day executed
 and delivered, by the said R. Clyde Johnston and Mrs. H. Johnston, his wife to the said party of the second part
Payable at the Watkins National Bank at Lawrence, Kansas.

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 R. Clyde Johnston and heirs and assigns.

IN WITNESS WHEREOF, The said party 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

R. Clyde Johnston [SEAL]

Mrs. H. Johnston [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of May A. D. 1910, before me,

the undersigned a Notary Public in and for said County and State, came

R. Clyde Johnston and Mrs. H. Johnston, his wife

to me personally known to be the same person's 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 26th 1911

E. J. Hilkey Notary Public.

Filed for Record the 16 day of May A. D. 1910, at 11¹⁵ o'clock. A. M.

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

This instrument is returned as the original instrument.
 The note herein described having been paid in full, this mortgage is hereby released and the parties created discharged. As witness my hand and seal of office this 16th day of May, A. D. 1910.
 E. J. Hilkey
 Notary Public for Douglas County, Kansas
 By E. C. Whipple Cashier

Recorded May 15th 1910
 Floyd L. Lawrence
 Register of Deeds
 Geo. B. Hager 1910

(For assignment see Book 54, Page 118)
 (For assignment see Book 54, Page 119)