

MORTGAGE RECORD No. 45.

539

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

This Indenture, Made this 24th day of March in the year of our Lord
Nineteen Hundred and ten, between

Edward N. Noyes and Bertha Noyes his wife, of the City of St. Joseph in the County of
Missouri and State of Kansas, of the first part, and

Josephine H. Lawrence of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Hundred 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 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:

Commencing at a point on the North line of the North-west quarter (1/4) of section Seven (7)
in Township Thirteen (13) of Range Twenty (20) in Douglas County, Kansas, and at the North
east corner of an acre and a quarter tract owned by the Township of Wakarusa (said tract
being described in a deed to said Township recorded in book 43 page 237) thence south along
the East line of said Wakarusa Township tract twenty (20) rods to the South east corner of
said tract; thence East parallel with the said North line of said quarter section One Hundred
and forty-five (145) feet; thence North Twenty (20) rods parallel with the East line of said
Wakarusa Township Tract to the said north line of the quarter section; thence West along the
North line of said quarter section One Hundred and forty five (145) feet to place of
beginning.

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 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

Six 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 party of the second part
Payable three years after date with interest thereon at 6% payable semi-annually
from date until paid

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 hands and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

Francis E. Glath

W. H. Wilson

Edward N. Noyes

Mrs. Bertha Noyes

STATE OF KANSAS,

South County

ss.

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

W. H. Wilson

Edward N. Noyes and Bertha Noyes 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 July 4 1912

W. H. Wilson Notary Public.
in and for South County down

Filed for Record the 2^d day of May A. D. 1910, at 4¹⁰ o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Wm. Adolphe McConnell Deputy.

This mortgage is intended to secure the payment of the sum of \$600.00 as evidenced by the receipt of the sum of \$600.00 paid to the mortgagee by the mortgagor on the 24th day of March, 1910. The same has been described having been paid in full, this mortgage is hereby released and the mortgagor is hereby released and discharged. As witness my hand this 25th day of April, A. D. 1910.

Recorded July 5 1910
Floyd L. Lawrence
Register of Deeds
(For assignment see Book 48 Page 57)