

MORTGAGE RECORD No. 45.

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

This Indenture, Made this first day of March in the year of our Lord nineteen
hundred and ten (1910), between A. M. Mears and Mary J. Mears
his wife, of Douglas in the County of
Douglas and State of Kansas, of the first part, and
S. S. Herd of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
seventeen hundred (\$1700.00) and no/100 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:

West half (1/2) of the Northeast Quarter (1/4) and the North
Thirty (30) acres of the West seventy five (75) acres of the
South East Quarter (1/4) All in Section Eleven (11) Township
Thirteen (13), Range Eighteen (18) being 110 acres more or
less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
A. M. Mears and Mary J. Mears, 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
seventeen hundred dollars
according to the terms of one certain note this day executed
and delivered by the said A. M. Mears, Mary J. Mears his wife to the said party 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 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 A. M. Mears his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

A. M. Mears [SEAL]

Mary J. Mears [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of June A. D. 1910, before me,

Frank E. Banks a Notary Public in and for said County and State, came

A. M. Mears and Mary J. Mears, his wife

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 November 8th 1910

Frank E. Banks
Notary Public.

Filed for Record the 13 day of June A. D. 1910, at 4 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Orlando M. Russell Deputy.

Note release on Book 51, page 608