

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 24th day of September in the year of our Lord nineteen
hundred and ten between Samuel R. Allen and Mattie L. Allen, his
wife, of the Township of Coudora in the County of
Douglas and State of Kansas, of the first part, and
C. A. Palmer of the second part:

Witnesseth, That the said part one of the first part, in consideration of the sum of
Two Thousand 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 part of 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:

The East One hundred and fourteen (114) acres of the South-west quarter ($\frac{1}{4}$) of Section
 Twenty-three (23) Township Thirteen (13) Range Twenty (20), and also Five (5) acres in the
 South part of North-west quarter ($\frac{1}{4}$) of said Section described as follows: Beginning at the
 South-east corner of said quarter section thence West on South line thereof Thirty-five (35)
 chains to reserve lines; thence North on said reserve line Thirty (30) feet to centre of
 County road; Thence in an Easterly direction along centre of said road to a point in the East
 line of said Quarter-section; thence South along said East line Thirty (30) feet to beginning

with all the appurtenances and all the estate, title and interest of the said part one 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 owner 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
Two Thousand 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 with interest thereon 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, 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 part making such sale, on demand, to said Parties of the first part, their
 heirs and assigns.

IN WITNESS WHEREOF, The said part one 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

Hugh BlairSamuel R. Allen [SEAL]Mattie L. Allen [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.BE IT REMEMBERED, That on this 26th day of Sept A. D. 1910, before me,

Hugh Blair a Notary Public in and for said County and State, came
Samuel R. Allen and Mattie L. Allen 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 28 Decr 1913Hugh Blair

Notary Public.

Filed for Record the 26 day of Sept A. D. 1910, at 3⁰⁰ o'clock P. M.Floyd L. Lawrence Register of Deeds.

Deputy.

This Indenture is returned to the official instrument
 The whole amount described herein being paid in full, this mortgage is hereby released and the
 same being so, the same is cancelled. As witness my hand this 24th day of September, A. D. 1910.

Mrs. Helen M. Palmer
 Executrix of the estate of
 C. A. Palmer deceased

Notary Public
 Hugh Blair

Recorded March 1st 1911
 Estelle V. Withers
 Register of Deeds