

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 24th day of Sept in the year of our Lord 1910  
Eight Hundred Eleven, between Samuel R. Allen and Mattie L. Allen of the Township  
Douglas of Kansas of the first part, and

Hugh Blair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Eight 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 part 2d of the second part 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 line; 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 1st 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  
Eight 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 part 2d 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 2d 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 Parties of the first part their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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  
Jennie Pratt

Samuel 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,

Jennie Pratt 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  
 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 30 Mar 1912 Jennie Pratt Notary Public.

Filed for Record the 26 day of Sept A. D. 1910, at 3<sup>30</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

This Indenture is intended to be an original instrument. The parties herein described have been paid in full this mortgage is hereby released and the same should be discharged. As witness my hand this 24th day of September A. D. 1910.

Hugh Blair

Jennie Pratt

Recorded - Mar 7 1921.  
Estelle J. Matthews  
 Register of Deeds.

In consideration of full payment of this mortgage I hereby release the same this

ATTEST:

Floyd L. Lawrence