

MORTGAGE RECORD No. 45.

617

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

This Indenture, Made this 28th day of September in the year of our Lord 1910
hundred and ten, between
Saty Eberhart, a single woman of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
L. F. Eberhart of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Fifty (50) DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has 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:

Lot number thirty seven (37), Ames street, Baldwin
City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Saty Eberhart do hereby covenant and agree that
at the delivery hereof that she is 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
fifty dollars (\$50.00)
according to the terms of one certain note this day executed
and delivered by the said Saty Eberhart to the said party of the second part
said note due two years after date at 6% int. per annum
from date

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 part making such sale, on demand, to said Saty Eberhart, her
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Saty Eberhart [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED, That on this 28th day of Sept. 1910 A. D. 1910, before me,

W. Bristow a Notary Public in and for said County and State, came

Saty Eberhart, a single woman
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 Nov 19 1910 W. Bristow Notary Public.

Filed for Record the 29 day of Sept. A. D. 1910, at 4:30 o'clock P. M.

Lloyd L. Lawrence Register of Deeds.
Deputy.

In consideration of full pay-
ment of the within mortgage I
herby release the same this
28 day of March 1915

ATTEST:
Lloyd L. Lawrence
Register of Deeds.