

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 4th day of November in the year of our Lord, Nineteen
hundred & ten (1910), between Walter Mitchell & Outh Mitchell
his wife of Clinton in the County of
Douglas and State of Kansas, of the first part, and
Isabel R. Lewis of the second part:

Witnesseth, That the said party see of the first part, in consideration of the sum of Five hundred and Nin DOLLARS, to them 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 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:

Part of the South West Quarter of Section No. Twenty-six (26) Township No. Thirteen (13) South, of Range No. Eighteen (18) East, of the Sixth (6th) Principal Meridian, Kansas, described as Begin Fifty-one (51) rods West of North-east corner of said South-west quarter thence South Fifty (50) rods; thence West One hundred Nine (109) rods; thence North Fifty (50) rods; thence east One hundred Nine (109) rods to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part ~~and~~ 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^s 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 \$500.00 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 2 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 part of of the second part, his *he* 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 of *of* making such sale, on demand, to said parties *parties of the first part, their* heirs and assigns.

IN WITNESS WHEREOF, The said part etc of the first part ha^{ve} hereunto set their hand^s and seal^d the day and year first above written.

Signed, Sealed and Delivered in presence of

A. E. Benson

Walter Mitchell [SEAL]

Ruth Mitchell [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } SS.

BE IT REMEMBERED, That on this 4th day of November A. D. 1910, before me,

A. C. Benson, a Notary Public in and for said County and State, came

Walter Mitchell and Ruth Mitchell

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 29th 1911

H. E. Benson
Notary Public.

Filed for Record the 7 day of Nov A. D. 1910 at 11²⁰ o'clock A M.

Thos L Lawrence Register of Deeds.

Deputy.

signed on the official instrument)
 dated in full, they are not to be
 any less this, 27th of November 1912.

Charles P. Lewis
By Frank C. Banks
her attorney in fact

Recorded Nov 27th 1912
Hoped Lawrence
Register of Deeds

Recorded - Feb 21 - 1914