

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gas-ite Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this fourth day of November in the year of our Lord nineteen
hundred and ten, between Wallace E. Palmateer and Nettie W. Palmateer, his wife
Palmateer, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
John T. Smolins of the second part:

Witnesseth, That the said part one of the first part, in consideration of the sum of
Seven Hundred (\$700) 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 two 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:

Beginning 28 rods West of the South-East corner of the North-East quarter of the north west
quarter of the South West quarter of Section No. 29; in township No. 12; South, of Range
No. 20 East, in the center of Elm Street produced East from North Lawrence, thence North 8
rods, thence East 150 feet, thence North 2 rods, thence East 148 feet, thence South 2 rods
thence East 10 rods, thence South 8 rods, thence West 28 rods to place of beginning, ex-
cepting 50 feet off the West end thereof, in that part of the city of Lawrence known as
North Lawrence.

Parties of the first part hereby agree to maintain insurance of \$300 on the buildings now
on or to be erected on said premises, for the benefit of said second party, his heirs and
assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said
Wallace E. Palmateer and Nettie W. Palmateer 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 indefensible
estate of inheritance therein, free and clear of all incumbrances that they will warrant and defend the same in the best possible man-
ner of said second party, his heirs and assigns forever, and will keep the same fully insured during the same

This Grant is intended as a Mortgage to secure the payment of the sum of
Seven Hundred Dollars
according to the terms of and certain mortgage notes this day executed

and delivered by the said parties of the first part to the said part two of the second part
for a term of years from date, with interest at from date to maturity, as evidenced by coupon attached thereto, and unless after
maturity or default of the note of ten percent per annum until fully paid, to be paid by sheriff to above described property

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 two 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 two 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

Wallace E. Palmateer [SEAL]

Nettie W. Palmateer [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } SS.

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



Wallace E. Palmateer a Notary Public in and for said County and State, came
Wallace E. Palmateer and Nettie W. Palmateer, 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 Feb 21st 1914

Leola Wreath Notary Public.

Filed for Record the 9th day of Nov A. D. 1910 at 11 o'clock A. M.

Hoyd L. Lawrence Register of Deeds.
Deputy.

(For assignment see Book 51 Page 176)

Free folio 14 is entered in the original instrument. There is herein described having been paid in full. This instrument is hereby released and the
the within any and all interest of the parties thereto is hereby released and the
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Recorded Jan 16th 1911
Estelle J. Perkins
Register of Deeds.