

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1st day of December in the year of our Lord Nineteen
hundred and ten (1910), between Allison H. McClinton and Mary McClinton
his wife of _____ in the County of
Douglas and State of Kansas, of the first part, and _____
Reidel P. Lewis of the second part:

Witnesseth, That the said part 4th of the first part, in consideration of the sum of Eleven Hundred and no/100 (\$1100.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 5th 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:

The North Half ($\frac{1}{2}$) of North West Quarter ($\frac{1}{4}$) Section Twenty Eight (28) Township Thirteen (13) Range Twenty (20) East of 6th P.M., Except the Right of Way of A.T. & S.P. Ry.Co. as in deed Book S, page 296 records said County; Also, Except the following: Begin the North East corner of said N.W. $\frac{1}{4}$ thence South on the East line of said quarter section 17 rods to the middle of the road as now traveled; thence with said road in a Northwesterly direction to the middle of Coal Creek; Thence down the middle of said Creek to the North line of said quarter section; Thence East on said North line to the place of beginning $\frac{5}{8}$ of an acre more or less, Reserving the right for family use to a spring on the East side of said Coal Creek.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Allison N. McClintock and Mary McClintock ^{his wife} 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 indefensible estate of inheritance therein, free and clear of all incumbrances. Except one mortgage for \$1300.00 to the Northwestern Mutual Life Insurance Co. (Owning mortgage #406, has been paid) Said Mortgage is Recorded in Mortgage Book 38 Page 354. This Grant is intended as a Mortgage to secure the payment of the sum of Eleven 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 party 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 the second part, the 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 William McMillen, his heirs and assigns.

IN WITNESS WHEREOF, The said party ies of the first part have hereunto set their hand & seal the day and year first above written.

Signed, Sealed and Delivered in presence of

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of December A. D. 1912, before me,
Frank E. Banks a Notary Public in and for said County and State, came
Allison W. M^cClintock and Mary M^cClintock
her wife (to me personally known to be the same
person who executed the foregoing instrument and duly acknowledged the execution of the same.
I, the undersigned, a Notary Public in and for said County and State, did give my name and affixed my official seal on the day and

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 November 8th, 1916 Frank C. Lums Notary Public.

Filed for Record the 10 day of Dec A. D. 1 910, at 11⁰⁰ o'clock PM.
Frederic R. Lawrence Register of Deeds.
 Deputy

1941.
The note fully described having seen, heard or felt this mortgage is hereby released and the ten thirty six and 1/2% charged, as was shown, my hand this 20th day of July A.D.
Edward R. Kump
Dated & Signed for Attorney for.

Recorded July 25, 1911
Clayton L. Landrege
Register of deeds
R. M. McComb
deputy.