

## Mortgage Record.

This Indenture, Made this 1<sup>st</sup> day of February A. D. 1909, between  
Clara C. Todd and John S. Todd her husband  
of Douglas County, in the State of Kansas of the first part, and  
Law Valley State Bank, Eudora K.  
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1<sup>st</sup> of the first part, in consideration of the sum of

Nine hundred Seventy and 100 DOLLARS

the receipt of which is hereby acknowledged, do            by these presents, grant, bargain, sell and convey unto said part 1<sup>st</sup> of the second part, their heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit: - Beginning at the south west corner of the south west quarter ( $\frac{1}{4}$ ) running South One hundred Fifty (150) feet thence East One hundred Twenty Five (225) feet, thence North One hundred Fifty (150) feet, thence west One hundred Twenty Five (225) feet to place of beginning on the south west quarter ( $\frac{1}{4}$ ) of Section Number Twenty Seven (27) Township Six (6) Range Twenty One (21). Also Beginning at the south east corner of the south east quarter ( $\frac{1}{4}$ ) thence South Fourteen (14) rods thence West Ten (10) rods, thence North Twenty (20) rods, thence East Ten (10) rods to place of beginning on Section Number Twenty Eight (28) Township Number Sixteen (16) Range Twenty One (21).

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever:—

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said Clara C. Todd and John S. Todd - her husband  
have this day executed and delivered a certain promissory note in writing to said part 1<sup>st</sup> of the second part of  
which the following is a copy \$970.00 Easton James Feb. 1909. Two years after date we or either of us  
promise to pay to the order of Law Valley State Bank Nine hundred Seventy and no Dollars at  
the Law Valley State Bank, Eudora, until Sixty five cents interest from date till  
maturity and six per cent per annum after maturity until full value received.  
Clara C. Todd S. S.  
John S. Todd S. S.

NOW, If said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>nd</sup> of the second part, their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said part 1<sup>st</sup> of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hand,

the day and year first above written.

Clara C. Todd.  
John S. Todd.

STATE OF KANSAS, } ss.  
Douglas County.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of February A. D. 1909, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came.

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal, the day and year last above written.

Geo. H. McWhorter,  
Notary Public,  
Term expires Sept. 30<sup>th</sup> 1911.

Recorded Feb. 11 A. D. 1909, at 10<sup>20</sup> o'clock A. M.

Floyd L. Lawrence, Register of Deeds.

Received Feb 11 1911  
Floyd L. Lawrence  
Register of Deeds.

Recorded March 18 1911, the following is enclosed on the original instrument:  
Received by George C. Standard, County Clerk, on Feb 11, 1911  
Floyd L. Lawrence, Register of Deeds, on Feb 11, 1911  
in full satisfaction of his obligation to record the same.