

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette C. L. V. 1912. 1913. and Blank Book. Mortg. Lawrence, Kan.

This Indenture, Made this Twenty-first of February in the year of our Lord
Nineteen-hundred-and-Eleven, between
A. R. Maxwell and Emma Maxwell, his wife, of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Lewis U. Todd of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of
Nine Hundred 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 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:

The West twenty (20) acres of the North one hundred and twenty (120) acres of
the Southwest quarter of section No. Twenty four (24) in Township No twelve (12)
South, of Range No. Nineteen (19) East of 6th Principal Meridian,

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners of the premises, above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the
of said second party, his heirs or assigns forever against all persons lawfully

claiming the same This Grant is intended as a Mortgage to secure the payment of the sum of
Nine Hundred Dollars

according to the terms of one certain mortgage note this day executed
and delivered by the said parties of the first part to the said party of the second part
due in five years from date, with interest from date to maturity as evidenced by
coupons attached thereto, and interest after maturity or default at the rate of
ten per cent per annum until fully paid,

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 party making such sale, on demand, to said parties of the first part
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

A. R. Maxwell [SEAL]

Emma Maxwell [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of February A. D. 1911, before me,

Wm. T. Sinclair a Notary Public in and for said County and State, came

A. R. Maxwell and Emma Maxwell his wife

L. S.

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 December 25th 1912

Wm. T. Sinclair

Notary Public.

Filed for Record the 23 day of Feb A. D. 1911 at 10.03 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

(This following is endorsed on the original instrument)

(For release see Book 54-213)

In consideration of full pay-
ment of the note.

ATTEST