

MORTGAGE RECORD No. 38.

205

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 6th day of January in the year of our Lord, one thousand thirteen hundred and two, between Benjamin B. Beckett and Anna C. Beckett, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Leonora C. Hallingberg of the second part:

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

Beginning Sixty six (66) chains south of the north west corner of section number eighteen (18) in Township number twelve (12) South of range number twenty (20) East: thence east nine and ten hundredths (9 ¹⁰/₁₀₀) chains, thence south fourteen (14) chains, thence west one hundred and fifty one hundredths chains (150 ¹/₁₀₀) thence north forty five (45) degrees west, eleven chains, thence north six (6) chains to place of beginning, containing 9 ⁷⁰/₁₀₀ acres; otherwise described as the 9 ⁷⁰/₁₀₀ acres of the west 10 acres of the south 23 acres of lot No. 4, in the south west 1/4 of section 18, town 12, Range 20 East.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Benjamin B. Beckett and Anna C. Beckett, 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 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

Five hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Benjamin B. Beckett and Anna C. Beckett, his wife, to the said part of of the second part

Payable first year after date interest at 6% semi annually, accordg. to ten coupons attached to note 10% after maturity or default.

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 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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to the said Benjamin B. Beckett and Anna C. Beckett heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

B. B. Beckett (SEAL)
Anna C. Beckett (SEAL)
(SEAL)

STATE OF KANSAS,)
County of Douglas COUNTY) ss.

BE IT REMEMBERED, That on this 6th day of January A. D. 1902, before me P. P. Phillips, a Justice of the Peace a Notary Public in and for said County and State, came B. B. Beckett and Anna C. Beckett 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires 70

P. P. Phillips Notary Public
Justice of the Peace

Filed for Record the 7th day of Jan A. D. 1902, at 3 o'clock P. M.

L. J. Foxman Register of Deeds