

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KANE, DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 14th day of March in the year of our Lord, one thousand eight hundred and ninety nine, between Benjamin F. Moore and Judith A. Moore, his wife, of Decatur in the County of Douglas and State of Kansas, of the first part, and W. F. Howe of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifty 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 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 half of the fractional south west quarter of section no twenty eight in township No. eleven (11) of range No. eighteen (18) East of the 6th principal meridian.

with all the appurtenances, and all the estate, title and interest of the said part 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain mortgage of ten hundred dollars given March 14-1899 to W. Henry payable 5 yrs after date.

This Grant is intended as a Mortgage to secure the payment of the sum of

Fifty dollars according to the terms of 10 certain promissory notes this day executed

and delivered by the said parties of the first part to the said part of the second part

<u>\$5.00</u> payable Sept. 14 1899	<u>\$5.00</u> payable Sept. 14-1901
<u>\$5.00</u> " " " " " " " "	<u>\$5.00</u> " " " " " " " "
<u>\$5.00</u> " " " " " " " "	<u>\$5.00</u> " " " " " " " "
<u>\$5.00</u> " " " " " " " "	<u>\$5.00</u> " " " " " " " "

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, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, 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 making such sale, on demand, to the said Benjamin F. Moore, his, 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

Benjamin F. Moore (SEAL.)

Judith A. Moore (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas - COUNTY ss.

BE IT REMEMBERED, That on this 16th day of March A. D. 1899, before me

H. C. Benson

a Notary Public in and for said County and State, came

Benjamin F. Moore and Judith A. Moore

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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Jan. 26th 1900

H. C. Benson

Notary Public

Filed for Record the 9th day of Jan. A. D. 1900 at 7 o'clock P. M.

W. F. Howe Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged.
As witness my hand, this 20th day of April, A. D. 1904.
W. F. Howe.

Recorded April 20-1904 -
W. F. Howe
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged.
As witness my hand, this 20th day of April, A. D. 1904.
W. F. Howe.