

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Fourth day of March in the year of our Lord, one thousand Five hundred and two, between James A. Deay and Rosa G. Deay, his wife, of Palmyria in the County of Douglas and State of Kansas, of the first part, and Daniel Street of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand two hundred and 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 parties 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:

Being the west half (1/2) of the southwest quarter (1/4) of section number one (1) town number fourteen (14) Range number twenty (20) East of the sixth 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 James A. Deay and Rosa Deay, 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 twelve hundred and fifty dollars according to the terms of one certain note of hand this day executed and delivered by the said James A. Deay and Rosa Deay, his wife, to the said parties 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 parties 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 parties of the second part if making such sale, on demand, to the said James A. Deay, his 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 the Presence of

James A. Deay (SEAL.)
Rosa G. Deay (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D. 1904, before me

the undersigned a Notary Public in and for said County and State, came James A. Deay and Rosa G. Deay his wife 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 January 4 1904

Joseph Cliff Notary Public

Filed for Record the 15 day of March A. D. 1904, at 5:05 o'clock P. M.

W. D. Dorman Register of Deeds

The following is endorsed on the original instrument.
Release. The note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged.
Witness my hand this 17th day of October, 1903.
Attest: Daniel Street.
Recorded Oct. 17th 1903.
W. D. Dorman
Register of Deeds.