

MORTGAGE RECORD No. 42.

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This Indenture, Made this 7th day of July in the year of our Lord Nineteen hundred and two thousand five between James Skaggs and Sarah F. Skaggs, his wife, of Media in the County of Douglas and State of Kansas, of the first part, and John Skaggs of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Four hundred and nineteen Dollars, to them duly paid, the receipt of which is hereby acknowledged, but not 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:

Thereas seventy (70) acres of the south half of north east quarter of section No. Nine (9) in Township No. Fifteen (15) South, of Range No. Thirteen (13) east of the Sixth Principal Meridian, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said James Skaggs and Sarah F. Skaggs do hereby covenant and agree that at the delivery hereof they have 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 Four hundred & nineteen dollars, according to the terms of One certain note this day executed and delivered by the said James Skaggs & Sarah F. Skaggs to the said part of the second part Payable in three years with interest at the rate of six per cent per annum payable annually.

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, 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 part of the second part making such sale, on demand, to said James Skaggs 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

C. Butler

J. C. Bare

James Skaggs [SEAL]

Sarah F. Skaggs [SEAL]

[SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 7th day of July A. D. 1902, before me Phoebe J. Bare a Notary Public in and for said County and State, came James Skaggs and Sarah F. Skaggs 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 June 20th 1904

Phoebe J. Bare

Notary Public

Filed for Record the 31st day of Aug A. D. 1902 at 8³⁰ o'clock A. M.

G. F. Laramore Register of Deeds

By Little Belmore Deputy

*The following document was prepared by
the undersigned, having been paid a fee
of one dollar, and delivered and signed
before him, to witness the same.
April 2, 1902.*