

MORTGAGE RECORD No. 42.

19

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This Indenture, Made this Thirtieth day of September in the year of our Lord, Thirteen hundred and two, between William H. Campbell and Nellie C. Campbell, his wife, of Douglas and State of Kansas, of the first part, and Wm. E. Morgan of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand (\$1000) 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 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:

Commencing at the northeast corner of the northeast quarter of section No. six (6), in Township No. Twelve (12), South, of Range No. Twenty (20), East of the 6th P.M., and running thence west one hundred and fifty (150) rods, thence south eighty (80) Rods, thence east one hundred and fifty (150) Rods, thence north eighty (80) Rods to place of beginning, containing Seventy-five Acres. (75).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William H. Campbell and Nellie C. Campbell, his wife, do hereby covenant and agree that at the delivery hereof Morgan the lawful owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of One thousand 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 part of of the second part Due in five years from date, with interest down 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 in cash or by Sheriff's deed to above described property. 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 cost 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 said parties of the first part, their 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

Wm. H. Campbell [SEAL]
Nellie C. Campbell [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 16th day of September A. D. 1902, before me

Wm. F. Sinclair a Notary Public in and for said County and State, came William H. Campbell and Nellie C. Campbell, 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 December 13th 1904 Wm. F. Sinclair Notary Public.

Filed for Record the 18th day of Sept. A. D. 1902 at 4⁰⁰ o'clock P. M.

H. H. Sorman, Register of Deeds.
By Nellie B. Sorman, Deputy.

The following is endorsement on the original instrument:
This duly acknowledged and having been put in full, this mortgage is hereby released and the lien thereby created is discharged.
New H. Morgan
Witness and Seal here of Wm. E. Morgan deceased.
Recorded January 11-1908.
A. W. Cunningham,
Register of Deeds.