

MORTGAGE RECORD No. 42.

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This Indenture, Made this 25th day of February in the year of our Lord, One thousand nine hundred and Thirteen, between John Black and Jane Black his wife of Colony Camp in the County of

Douglas and State of Kansas, of the first part, and W. H. Caruthers of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fourteen Hundred & 75/100 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 party 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 South One half (1/2) of the Northwest fractional Quarter of Section Seven (7) and the North East Quarter of Section Seven (7) and the North One half (1/2) of the South West Quarter of Section (7) all in Township Fifteen (15) of Range Twenty One (21) East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Black and Jane Black do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen Hundred & 75/100 according to the terms of a certain Coupon Bond this day executed and signed by the said John Black and Jane Black to the said party 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 party 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 party making such sale, on demand, to said John Black and Jane Black or 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

John Black [SEAL]
Jane Black [SEAL]
[SEAL]

STATE OF KANSAS,
County of Franklin } ss.

BE IT REMEMBERED, That on this 25th day of February A. D. 1903, before me a Notary Public in and for said County and State, came

John Black and Jane Black 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 March 31 1904

J. B. Simmons Notary Public.

Filed for Record th 27th day of March A. D. 1903, at 5⁰⁰ o'clock 9 M.

A. W. Armstrong Register of Deeds.
J. B. Simmons Deputy.

The foregoing is authorized on the original instrument, having been paid in full this day of February 1903, on the original instrument, this 24 day of February 1903.

Recorded Mar 2 1903.
W. H. Caruthers
Register of Deeds.

For Mortgage See Vol 44 - P 548