13. A. 10. 105

290 MORTGAGE RECORD No. 42. MORTOAGE Standard Form, Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kat This Indenture, Made this\_26: \_\_\_\_\_day of Secondar\_\_\_ in the year of our Lord, \_\_\_\_\_ hundredeand three between never E. Wade a widow of Cawrince in the County of and State of Kansas, of the first part, and Douglas of the second part: Frankla. Wade Witnesseth, That the said part of the first part, in consideration of the sum of Fin Aundred\_ Dollars. to here \_ duly paid, the receipt of which is hereby acknowledged, had\_sold, and by these presents do ! grant, bargain, sell and mortgage to the said part of of the second part heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, to the said part of our the second part \_ rece\_ ments and assigns, thirty (3.0) a cone of the North One Hun-and State of Kansas, described as follows, to wit: The E ask Thirty (3.0) a cone of the North One Hun-dred and Twomy (120) acres of the Douth West quarter of Section Turnty Four (24) Downship Durlow (12) Range Nineteen (19)\_\_\_\_\_ with all the appurtenances, and all the estate, title and interest of the said part 4-of the first part therein. And the said -\_\_\_\_do 22 hereby covenant and agree that noncy E. Wade the lawful owner of the premises, above granted, and seized of a good and indefeasible at the delivery hereof\_ 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 Fir Stundred Dollars \_\_\_\_ certain promissing and this day executed\_ according to the terms of \_\_\_\_\_ one noncy E. Wade to the said part 44 of the second part and delivered by the said \_\_\_\_\_ with interest from date until find at the rate of sixperseent per annum in terest payable annually, all due three years after date. 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 dbecome due and payable, and it shall be lawful for the said part of the second part here 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 ... making such sale, on demand, to said Plancy & Wade her its and assigns. IN WITNESS WHEREOF, The said party\_ of the first part has\_ hereunto set \_\_\_\_\_\_\_hand and seal the day and year first above heirs and assigns. written. n. E. Wade\_ [SEAL.] Signed, Sealed and Delivered in Presence of [SEAL.] [SEAL.] STATE OF KANSAS, bounty of Douglas\_ \_day of December \_\_\_\_ A. D. 19.23, before me 26 BE IT REMEMBERED, That on this\_\_\_\_ Leo. a. Banke a Notary Public in and for said County and State, came Mancy E. Wade a widow\_ S.S. 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 bereunto subscribed my name and affixed my official seal on the day and year last above written. Seo. a. Canks\_Notary Public. My Commission Expires\_\_\_\_\_ Nov 27\_\_\_ 19.24 day of Decentral A. D. 1923, at 1 12 o'clock \_ A.M. Filed for Record the 28" all amotrong\_ Register of Deeds. -By J. C. Souman Defuty.