3 302 MORTGAGE RECORD No. 42. MORTOAGE Standard Form. JUCHWAL Co., Printers, Binders and Blank Book Makers, Lawrence, in the year of our Lord, Mineteen This Indenture, Made this Jurilth day of January hundred and Four between James M. Charles and Martha E. Charles Eudona in the County of Husband and Wife and State of Kansas, of the first part, and Dougler Carrie E. Prette of the second parts Witnesseth, That the said particle of the first part, in consideration of the sum of Junlow Hundred and Fifty (\$ 12500) to The and duly paid, the receipt of which is hereby acknowledged, ha 22 sold, and by these presents do _____ grant, bargain, sell and morrgage 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 of the second part new meridian and assigns rever, at that the of part of the Moth Wech Decety, and State of Kinsas, described as follows, to with the Moth Wech Decety, of Declin No. One (1) Downship No. Thirteen (13) South, of anyons Turnly (24) East, of the Sixth Orincipal Meridian, Lansac, Containing to sens mon or morteage id in full, this m less. Pin a ou the original with all the appurtenances, and all the estate, title and interest of the said partof the first part therein. And the said James M. Charles and Martha & Charles ____ do hereby covenant and agree that at the delivery hereof they and the lawful owner 5 of the premises, above granted, and seized of a good and indefeasible 1 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 0761 Deeds \$12500 endaged note certain this day executed ... one according to the terms of ____ and delivered by the said James M. Charles and Mosthe E. Charles to the said part of the second part Payable one year after date with internet, at six prescent per annum corner gely 29 levena 12 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 4 of the second part her 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 former M. Charles_ his heirs and assigns. IN WITNESS WHEREOF, The said partice of the first part ha 22 hereunto set Thees hands' and seals the day and year first above James M. Cohorles [SEAL] Martha E. Charles [SEAL] written. Signed, Scaled and Delivered in Presence of [SEAL] STATE OF KANSAS, Lss s. County of Douglas Janakaraf____A. D. 1924, before me BE IT REMEMBERED, That on this ... a Notary Public in and for said County and State, came d. J. Ateele ames M. Chorles and Martha E. Charles his wife 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 hereunto subscribed my name and affixed my official seal on the day and year last above written. d. S. Steele iach. June 20_ My Commission Expires ____ Netary Public. ____A. D. 19 24, at 1 0'clock PM. January Filed for Record the / 2 .day of____ aul armotrong Register of Deeds. By J. C. Lowman Deputy.