

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON, Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 27<sup>th</sup> day of October in the year of our Lord, nineteen hundred and Four, between August Beble and Augusta Beble, his wife of the Township of White Springs in the County of Douglas and State of Kansas, of the first part, and The Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred 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 the second part its 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 West quarter (S) of Section One (1) in Township Fourteen (14) South of Range Twentieth (20) East of the 2<sup>nd</sup> P.M. in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they have the lawful ownership 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 Eight Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said part of the second part payable five years after date of order of party of second part at Merchants National Bank, Lawrence, Kansas.

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 its 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 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

Jennie Watt

August Beble [SEAL.]

Augusta Beble [SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 27<sup>th</sup> day of October A. D. 1904, before me

Jennie Watt a Notary Public in and for said County and State, came

August Beble and Augusta Beble, his wife

to me personally known to be the same

persons 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 30<sup>th</sup> March 1905

Jennie Watt Notary Public.

Filed for Record the 27<sup>th</sup> day of Oct. A. D. 1904 at 3<sup>00</sup> o'clock P. M.

R. W. Armstrong Register of Deeds.

By E. B. Armstrong Deputy.

This mortgage is intended to be a mortgage and not a sale. The parties hereto do not intend to be bound by the provisions of the Act of March 20, 1903, relating to mortgages. As witness my hand this 27th day of October, 1904.

By M. Nemack, Esq. (Inc. seal)

Recorded Oct 25 1903  
H. L. Lawrence  
By E. B. Armstrong, Esq.