

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Eighteenth day of November in the year of our Lord, one thousand and four between Thaddeus S. Whedon and Cornelia Whedon his wife of the Township of Wakarusa in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 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: All of the South East quarter of Section 17 in Township 13 of Range 20 lying South of the Wakarusa River less thereof and therefore a piece of land described as follows: Beginning at the South East corner of said quarter section thence West 1/2 mile and 1/2 chains; thence North 1/2 mile of Wakarusa River; thence down said river to East line of said quarter section; thence South 1/2 mile and 1/2 chains to place of beginning, the land hereby conveyed and intended to be conveyed by this mortgage contains forty-eight and 1/2 acres and includes the buildings and permanent improvements of the farm.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Five 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 party of the second part payable five years after date with semiannual interest at 6% according to coupon attached to said note. Divided to pay \$100.00 or any multiple or amount. Principal money and after two years when interest falls due.

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 parties of first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in Presence of Thaddeus S. Whedon [SEAL] Cornelia Whedon [SEAL] Jennie Watt [SEAL]

STATE OF KANSAS, } ss. Douglas County.

BE IT REMEMBERED, That on this 18 day of Nov. A. D. 1907, before me Jennie Watt a Notary Public in and for said County and State, came Thaddeus S. Whedon & Cornelia Whedon, 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.

Commission Expires 30 Nov. 1915 Jennie Watt Notary Public.

Filed for Record the 25 day of Nov. A. D. 1907, at 4 o'clock P. M. A. W. Armstrong Register of Deeds. B. E. Armstrong Deputy.

The following is endorsed in the original instrument:
The note herein indicated having been paid in full the mortgage is hereby released and the parties released and discharged.
Recorded Oct 16 1909
Shayd L Lawrence
Register of Deeds
Blenda P. Reynolds
Hugh Blair
(For Assignment method 47-0-10-134)