488 MORTGAGE RECORD No. 42. MORTOAGE Standard Form, Joursan, Co., Printers, Binders and Blank Book Makers, Lawrence, B This Indenture, Made this 12 day of January in the year of our Lord, Rivelted hunder f. and first \_\_\_\_\_\_\_, between may Murphy and J.U. Murphy her husband \_\_\_\_\_\_\_\_\_ of Laurence \_\_\_\_\_\_\_\_ in the County of and find and State of Kansas, of the first part, and Douglas of the second part: Merchants Sound & Davings Bank Witnesson, That the said parted, of the first part, in consideration of the sum of One hundred and fifty Dollars, to the duty paid, the receipt of which is hereby acknowledged, harr sold, and by these presents do ... grant, bargain, sell and mortgage to the said party of the second part is put 112 put 112 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: Begin at the Douch west arrive of the Douch East quarter (3, F. 14) of Dection number Six (6) Township dirtun (13) Rauge tweaty (20) North 50 + 20/100 rods East 190 94/100 rodo. South 80 + 20/100 rodo. To south time of said 1/4 section West 1909/100 rodo to beginning. Douglas County Nansas, with all the appurtenances, and all the estate, title and interest of the said parter of the first part therein. And the said .... May Murphy led J. W. Murphy, her husband do hereby covenant and agree that at the delivery hereof the J and the lawful owner Sof 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 \$150according to the terms of Occe certain proceivacory Rete this day executed and delivered by the said partees of the first part. to the to the said part4- of the second part payable ou or before two years after date with interest at of of per annum payable Acces - anneally 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 do Decense 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 123 any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their IN WITNESS WHEREOF, The said partices of the first part hart hereunto set their hands and seals the day and year first above heirs and assigns. written. May Murphy [SEAL.] Signed, Sealed and Delivered in Presence of J. W Murphy [SEAL.] [SEAL.] STATE OF KANSAS, Dunglas County BE IT REMEMBERED, That on this ..... Hurry Moord a Notary Pub may murphy and J. W. murphy L.S. \_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 Henry Moon Notary Public. Oct 11th 1405 My Commission Expires A. D. 1605, at 10 30 o'clock O M. Filed for Record the 13" day of facery