

MORTGAGE RECORD No. 42.

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This Indenture, Made this 11th day of December in the year of our Lord, 1922 Five Hundred and four, between John Carroll and Kate Carroll, husband and wife of Clinton in the County of Douglas and State of Kansas, of the first part, and Minnie E. Page of Kansas City Mo. 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 her 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 East One hundred and ten (110) acres of the North East Quarter (4) of Section Number Twenty seven (27) in Township Number Thirteen (13) South, of Range Number Eighteen (18) East of the Sixth Principal Meridian 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 are the lawful owners of the premises, above granted, and seized of a good and inalienable 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 and certain Note this day executed

and delivered by the said John Carroll and Kate Carroll to the said party of the second part payable One year after date at the German American Bank N.E. Mo. with interest at the rate of 6% per annum from 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 become due and payable, and it shall be lawful for the said party 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 party of the first 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

James Brooks
Ed. Page

John Carroll
Kate Carroll

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County.

BE IT REMEMBERED, That on this 11th day of December A. D. 1922, before me

James Brooks a Notary Public in and for said County and State, came John Carroll and Kate Carroll, husband and 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 November 6, 1925

James Brooks

Notary Public.

Filed for Record the 11th day of Dec. A. D. 1922, at 6 o'clock P. M.

C. W. Armstrong.
By Eric D. Armstrong

Register of Deeds.

Deputy.

The following is a correct copy of the original instrument, as recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 11th day of December, 1922, and the same is hereby certified to be a true and correct copy of the original instrument, as recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 11th day of December, 1922.