

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Incorporated by Act of Legislature, Kansas, 1909.

This Indenture, Made this 21 day of February in the year of our Lord, 1909, between John F. Morgan and Elcina Morgan husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

J. M. Beach or the second part: **Witnesseth**, That the said part 1st of the first part, in consideration of the sum of Fifteen Hundred Dollars,

to him 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 2d 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:

The South West Quarter of the South West Quarter of Section No. Four (4) Also the South West Quarter of the North West Quarter of the South West Quarter of Section No. Four (4) Also Five acres more or less described as: Beginning at North West Corner of North West quarter of Section No. Nine (9) Thence East Forty (40) Rods: Thence South Twenty (20) Rods Thence West Forty (40) Rods: Thence North Twenty (20) Rods to beginning, all in Township No. Twelve (12) South of Range No. Twenty (20) East of the Sixth Principal Meridian Kansas Containing here the Aggregate Fifty-five (55) Acres More or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John F. Morgan & Elcina Morgan his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner 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

Fifteen Hundred Dollars according to the terms of three (3) certain notes this day executed and delivered by the said John F. Morgan Morgan for part to the said part 2d of the second part \$200 due March 1-1907: \$200 March 1-1908- And \$100 Feb 21-1909, with interest at 5% payable semi annually

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 2d 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 part 2d making such sale, on demand, to said John F. Morgan, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

John F. Morgan [SEAL]  
Elcina Morgan [SEAL]

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 21 day of Feb. A. D. 1909, before me L. S. Stale a Notary Public in and for said County and State, came John F. Morgan and Elcina Morgan 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.

My Commission Expires June 20 1906 L. S. Stale Notary Public.

Filed for Record the 21 day of Feb. A. D. 1909, at 4:20 o'clock P. M.

A. W. Armstrong Register of Deeds.  
By Elsie O. Armstrong Deputy.

*Following is endorsed on the original notary certificate: The notary described having been paid in full the mortgage is hereby released, and the lien thereby created is hereby released. Witness my hand and seal this 20th day of August A.D. 1909. J. M. Beach atty in fact*

*Recorded Aug 30 1909  
J. Lloyd Lawrence  
Register of Deeds*

*Lawrence*  
in the County of *Douglas*  
the second part:  
of the sum of  
Dollars,  
sell and mortgage  
County of Douglas,  
*Hampshire*  
nt and agree that  
and indefeasible  
ment of the sum of  
of the second part  
to the terms  
any part thereof, or  
whole amount shall  
and assigns, at any  
moneys arising from  
and the overplus, if  
to *him*  
and year first above  
[SEAL.]  
[SEAL.]  
[SEAL.]  
before me  
ty and State, came  
to be the same  
seal on the day and  
Notary Public.  
M.  
Register of Deeds.  
Deputy.