

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS. BINDERS AND BLANK BOOK MAKERS. LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of February in the year of our Lord, Twilight hundred and five (wife) between John E. Rake and Lavina Rake of Belvoir in the County of Douglas and State of Kansas, of the first part, and J. E. Newlin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve 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 y 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 North West fractional quarter (1/4) of Section Seven (7) Township Thirteen (13) Range Eighteen (18) less more or less North and South by 20 Rods East and West in the North East Corner thereof.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John E. Rake and Lavina Rake 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 infeasible 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 Twelve hundred Dollars according to the terms of one certain note and hereof this day executed and delivered by the said John E. Rake and Lavina Rake to the said part y of the second part his heirs or assigns.

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 y 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 y making such sale, on demand, to said John E. Rake heirs and assigns.

IN WITNESS WHEREOF, The said part 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
J. E. Rake (SEAL.)
Lavina Rake (SEAL.)
J. E. Newlin (SEAL.)

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 15th day of February A. D. 1915, before me John M. Newlin a Notary Public in and for said County and State, came John E. Rake and Lavina Rake 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 April 11 1917 John M. Newlin Notary Public.

Filed for Record the 1 day of March A. D. 1915, at 4¹⁰ o'clock P. M.
A. W. Armstrong Register of Deeds.
By Eric Armstrong Deputy.

the said parties of the first part, in consideration of the sum of Twelve 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 y 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:

Recorded May 20, 1910
Lloyd Armstrong
Register of Deeds
by H. W. Armstrong