

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 1<sup>st</sup> day of March in the year of our Lord, 1923  
Three hundred five between W.D. McAtie and Bertha J. McAtie  
his wife of Leamington in the County of  
Douglas and State of Kansas, of the first part, and Jas. E. Wagner, Cashier  
State Bank of Leamington, Kansas of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Three hundred 100 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 2<sup>d</sup> 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:

2 Acres and 2 Rods in the S.W. corner of the West 1/2, of N.E. 1/4, of Section  
21, in Township 12, Range 5 East of 2<sup>d</sup> P.M. and bounded as follows, beginning  
corner of Hellerbrand, Dinter and Kumpfschneider land and running east with  
Hellerbrand land 25 R. thence N. 1/2 Rod, thence W. 25 R. thence S.  
1/2 R. to the beginning and containing 2 1/2 and 2 Rods.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said  
W.D. McAtie and Bertha J. McAtie 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  
\$ 300.00  
according to the terms of me certain note this day executed  
and delivered by the said W.D. McAtie and Bertha J. McAtie to the said part 2<sup>d</sup> of the second part

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 2<sup>d</sup> 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 Jas. E. Wagner, Cashier his  
heirs and assigns, Successors.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> 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

W.D. McAtie (SEAL.)Bertha J. McAtie (SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of March A. D. 1923, before me

A. W. Armstrong - J.P. a Notary Public in and for said County and State, came

W.D. McAtie and wife B. J. McAtie 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

A. W. Armstrong J.P. Notary Public.Filed for Record the 7<sup>th</sup> day of Mar.A. D. 1923, at 2<sup>30</sup> o'clock A. M.

A. W. Armstrong Register of Deeds.  
By Edw. A. Armstrong Deputy.

The following is a copy of the original instrument  
 The Note herein being a promissory note for \$300.00  
 This mortgage is hereby given to secure the payment of the  
 Capital Security Co. of Kansas City, Mo.  
 State Bank of Leamington, Kan.  
 Jas. E. Wagner, Cashier  
 June 25, 1926  
 Registered June 5, 1926  
 C. W. Armstrong  
 Register of Deeds

furnished  
 in the County of  
 the second part:  
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 Dollars,  
 sell and mortgage  
 County of Douglas,  
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 seal on the day and  
 Notary Public.  
 M.  
 Register of Deeds.  
 Deputy.