

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Sixth day of March in the year of our Lord, Thirteen hundred  
and five, between Calvin S. Perkins and Josephine W. Perkins  
his wife of Arkansas Township in the County of  
Douglas and State of Kansas, of the first part, and The Merchants Loan and Savings  
Bank of Lawrence, Kansas of the second part:

Witnesseth That the said part of the first part, in consideration of the sum of

Witnesseth, That the said party of the first part, in consideration of the sum of  
Two thousand 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 his successors 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:

and, State of Kansas, described as follows, to wit:  
One West forty (40) acres of the East 67 acres of the South East quarter of  
Section No. Thirty-four (34) in Township No. Twelve (12) of Range No. Twenty  
(20) being more particularly described as follows: Commencing twenty-  
seven (27) rods West of the North East corner of the South East quarter of Section  
Thirty-four (34) in town twelve (12) Range Twenty (20) thence West forty (40)  
rods thence South One hundred and sixty (160) rods, thence East forty (40) rods, thence North  
one hundred and sixty (160) rods to the place of beginning  
with all the appurtenances, and with 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 hereof they are the lawful owners of the premises, above granted, and seizers 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  
Two thousand dollars  
according to the terms of the certain note and coupons this day executed  
and delivered by the said parties of the first part to the said party 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 be 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 of the second part its <sup>executors, administrators and assigns,</sup> 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 of making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part<sup>ies</sup> of the first part ha<sup>ve</sup> hereunto set their hands and seals the day and year first above written.

*Signed, Sealed and Delivered in Presence of*

Calvin S. Perkins

[SEAL.]

Josephine W. Perkins

[SEAL.]

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[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this

day of March

A. D. 1222, before me

a Notary Public in and for said County and State, came

Chas. B. Perkins and Josephine W. Perkins hnd

\_\_\_\_\_ 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

My Commission Expires Mch. 29 1915

Joseph. E. Riggs

*Notary Public.*

Filed for Record the 10 day of March

A. D. 1912, at 11<sup>02</sup> o'clock A. M.

**L. M.**

A. W. Armstrong

### Register of Deeds.

By Elsie E. Armstrong

7

The following is enclosed for the original instrument.  
 The note herein described having been paid in full this morning in bank, Merchants Bank the sum of \$1000.00. Current this paper to be signed  
 discharge the witness interest of the said Merchants Bank the sum of \$1000.00. Current this paper to be signed  
 on its delivery to its present assignee, J. B. Smith, at 10 A.M. and collected by its attorney and agent at its attorney  
 sent to the merchants of the said Merchants Bank the sum of \$1000.00. Current this paper to be signed  
 dated 10th March 1866.

Recorded Apr 11 1866.  
 J. B. Smith, assignee.  
 J. B. Smith, assignee.