593 MORTGAGE RECORD No. 42. MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Maters, Lawrence, Kan. This Indenture, Made this Secula ciffer of and the unit of the year of our Lord, sections and ere... mile hundred and five between F. J. Surge and Minnie Surge me e County of and State of Kansas, of the first part, and J. He. Hewlen Dauglas of the second part: cond part: Witnesseth, That the said part/c's of the first part, in consideration of the sum of the sum of Three Hundred and no Dollars. to than duly paid, the receipt of which is hereby acknowledged, havesold, and by these presents do grant, bargain, sell and mortgage nd mortgage to the said party_ of the second part from heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, of Douglas, and State of Kinsss, described as follows, to with Cot the One Cundred Twenty seven 20 and with all the apprytenances, and all the estate, title and interest of the said part 150f the first part therein. And the said _____ T. J. Savage and Minuie Savage Inscribe do hereby covenant and agree that the d agree that af the delivery hereo they are the lawful owner sof the prentises, above granted, and seized of a good and indefeasible ived F. C. 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 Three Hundred Dollars of the sum of certain unde this day executed according to the terms of _____ and delivered by the said T.J. Sworge and Thinnie Sarage to the said part of the second part e 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 art thereof, or become due and payable, and it shall be lawful for the said part, of the second part is the second part is an income about a diministrators and asigns, at any fine thereafter to sell the premises hereby granted, or any part thereof in the manuferforescribed by have 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 amount shall assigns, at any s arising from he overplus, if any there be, shall be paid by the part 4 _ making such sale, on demand, to said - first porties lero its and assigns. IN WITNESS WHEREOF, The said parters of the first part have hereunto set their hand-gand seal the day and year first above heirs and assigns. ear first above written. F. J. Small [SEAL.] Signed, Scaled and Delivered in Presence of [SEAL.] Minuil Davad [SEAL.] [SEAL.] [SEAL] [SEAL.] STATE OF KANSAS, Douglas County 28 th day of Ubrel_____A. D. yld. before me BE IT REMEMBERED, That on this John M Newline A Notary Public in and for said County and State, came 22, before me nd State, came 06 to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. o be the same IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official seal on the day and on the day and year last above written. John M. Hewlin Notary Public. 12AZ My Commission Expires_ april 11 Notary Public. _A. D. 1 703 at 7, 03 o'clock P M. Filed for Record the 28 day of Chril GU. Constrong Register of Deeds. By Elect & Courshoup Deputy. ister of Deeds. A Deputy.