

MORTGAGE RECORD No. 43.

MORTGAGE RECORD Form. JOURNAL CO., PHILADELPHIA, HENRY AND BLANK BOOK MAKERS, LAWYERS, ETC.

This Indenture, Made this twentieth day of October in the year of our Lord, 1905, between H. O. Morris and L. S. Morris of Douglas in the County of

Douglas and State of Kansas, of the first part, and _____ of the second part:

J. C. Morris Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 party of the second part 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 quarter (1/4) of the North East quarter (1/4) of Section One
of Township Twelve (12) Range Seventeen (17) Forty (40) acres.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said H. O. Morris and L. S. Morris 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 Five Hundred Dollars according to the terms of one certain note of the said H. O. Morris and L. S. Morris to the said party of the second part and delivered by the said H. O. Morris and L. S. Morris to the said party of the second part heirs and 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 party of the second part, heirs 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 H. O. Morris and L. S. Morris heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of H. O. Morris [SEAL] L. S. Morris [SEAL]

STATE OF KANSAS, County of Douglas ss.

BE IT REMEMBERED, That on this 22 day of October A. D. 1905, before me John M. Hawley a Notary Public in and for said County and State, came H. O. Morris and L. S. Morris 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 1907 John M. Hawley Notary Public.

Filed for Record the 24 day of Oct. A. D. 1905, at 11 o'clock A.M.
H. O. Morris Register of Deeds.
John C. Armstrong Deputy.

This mortgage is hereby acknowledged and delivered in full payment of the mortgage on the original instrument.

Recorded Oct 26 1905
J. C. Morris

This mortgage is hereby acknowledged and delivered in full payment of the mortgage on the original instrument.

Recorded April 26 1907
J. C. Morris