MORTGAGE RECORD No. 43.

59

MORT OF DE Standard Form. JOURSAL CO., Printers Binders and Blank Book Makers, Lawrence, Kar This Indenture, Made this third day of Hoverslyn in the year of our Lord, manueleur unda hundred and five , between Jacob E. Schowengerdit and wife Dow Schowengerdt, his infe, of Douglas in the County of ounty of and State of Kansas, of the first part, and 1 Marchants from & Serings Conk, a reforation _____ of the second part: part: Witnesseth, That the said parte sof the first part, in consideration of the sum of e sum of Dollars, Que Thousand ollars. to Lizzas, duly paid, the receipt of which is hereby acknowledged, has esold, and by these presents do _____grant, bargain, sell and mortgage mortgage to the said part 4- of the second part-the - theirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, Douglas, and State of Kansas, described as follows, to wit: The South half (0'2) of North cost quarter (I D. 1/4) of Section led Que (1); Tranship twelve ves, Range milten (19) lock nerly with all the appurtenances, and all the estate, title and interest of the said part Cor the first part therein. And the said Garties of the first part _____ do __ hereby covenant and agree that at the delivery hereof their and the lawful owner of the premises, above granted, and seized of a good and indefeasible agree that ndefeasible 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 the sum of One Thousand Dollars certain <u>note</u> this day executed and delivered by the said fare about Sale way endly Doo Showing all be to the said part 4 of the second part 100 second part the unit. utifle 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 t thereof, or shall become due and payable, and it shall be lawful for the said part y-of the second part, the executors, administrators and assigns, at nole amount as di 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 l assigns, at 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 oneys arising overplus, if any there be, shall be paid by the pary making such sale, on demand, to said parties of the first partite les, and the part IN WITNESS WHEREOF, The said part 1.5 10f the first part hav - hereunto set Juch hands and seal; the day and year first above heirs and assigns. r first above Josef & Schwengerdt Dore Schwengerdt [SEAL.] written. Signed, Sealed and Delivered in Presence of [SEAL.] [SEAL.] [SEAL.] [SEAL.] [SEAL.] STATE OF KANSAS, SS. Douglas County day of November A. D. 1903, before me BE IT REMEMBERED, That on this _ 3 rd a Notary Public in and for said County and State, came . before me W.F. Marche na Schewengerdt, his wife, Jacob C. Schowengerdt and State, came to me personally known to be the same surfe, (a)d.] person to who executed the foregoing instrument and duly acknowledged the execution of the same. o be the same IN WITNESS WHEREOF, I have hereunto subscribed tay name and affixed my official seal on the day and n the day and year last above written. U. F. Marche Notary Public. My Commission Expires fieldy 24 1947 ing ary Public. A. D. 1997 at o'clock M. Filed for Record the 2021. 1. day of ... au annalized Register of Deeds. By Choi & Curstrozer, Deputy. ster of Deeds. Deputy.