

MORTGAGE RECORD No. 43.

101

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

This Indenture, Made this 4th day of January in the year of our Lord 1906 and 1906, between Oliver M. Graybill and Sarah E. his wife of Douglas and State of Kansas, of the first part, and Sharlott M. Reynolds of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand Five Hundred & Fifty and 00/100 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 party 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: Beginning at the South West corner of the North West Quarter of Section Twenty (20) in Township Twenty (20) North of Range Twelve (12) East; Thence North Eighty (80) rods; thence East Forty Seven (47) rods to the center of a branch or ravine; thence Northwesterly along the center and with the meanderings of said branch or ravine to a point on the north line of said Quarter Section Eighty Four (84) rods West of the North East corner thereof; thence East Eighty Four (84) rods to said North East corner; thence South One Hundred and Sixty (160) rods to the South East corner of said Quarter Section; thence West One Hundred and Sixty (160) rods to the Beginning, Being one hundred and thirty (130) acres more or less.

Said party of the first part do hereby covenant and agree that with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Oliver M. Graybill and Sarah E. his wife 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

\$ 1500.00

according to the terms of a certain note this day executed

and delivered by the said Oliver M. Graybill and Sarah E. his wife to the said party of the second part as a partial payment in the purchase of above described property, due four years from the date hereof.

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, 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 Oliver M. Graybill and Sarah E. his wife heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Oliver M. Graybill [SEAL.]
Sarah E. Graybill [SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 4th day of January A. D. 1906, before me

Geo. R. Banks a Notary Public in and for said County and State, came Oliver M. Graybill and Sarah E. Graybill his wife 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 Nov. 27 1908

Geo. R. Banks
Notary Public.

Filed for Record the 4 day of January A. D. 1906, at 2 o'clock P. M.

Alfred Armstrong Register of Deeds.
By Alice C. Armstrong Deputy.

The foregoing is a true and correct copy of the original instrument as the same is recorded in the office of the Register of Deeds, Douglas County, Kansas, and is subject to release and sale of the land covered by the mortgage as stated in my hand this 27th day of November 1908.

Recorded Dec 27 of 1909
Floyd L. Lawrence
Register of Deeds