

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, MINNERS AND BLANK BOOK MANUFACTURERS, LAWRENCE, KAN.

This Indenture, Made this 25 day of January in the year of our Lord, 1909
four hundred and Six, between Levi A. Pease and Ola J. Pease his wife
Douglas and State of Kansas, of the first part, and W. T. Davis of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Four hundred and 75 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 part 2d 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:

East Half (1/2) of the North east (N.E.) Quarter (1/4) of the
North east (N.E.) quarter (1/4) of Section Thirty Three (33)
Township Twelve (12) Range Thirteen (13)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Levi A. Pease and Ola J. Pease his wife do hereby covenant and agree that
at the delivery hereof they are the lawful owners 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
\$ 400 00
according to the terms of one certain promissory note this day executed
and delivered by the said Levi A. Pease and Ola J. Pease, his wife to the said part 2d 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 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 part 2d 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 part 2d making such sale, on demand, to said Levi A. Pease - his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set his hand and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Levi A. Pease [SEAL]
Ola J. Pease [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 31 day of January A. D. 1909, before me

Alvin Homer Pitts Clerk Dist. Court a Notary Public in and for said County and State, came
Levi A. Pease and Ola J. Pease, his wife

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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 _____

Alvin Homer Pitts
Clerk Dist. Court - Notary Public.

Filed for Record the 31 day of January A. D. 1909 at 4 o'clock P. M.

Alvin Homer Pitts Register of Deeds.
By Eli C. Armstrong Deputy.

For Release See Book 48 Page 1611

The following instrument was recorded by the original instrument Register-Eda Stebbins Part land Douglas, Mo. 11 1909. The note secured by within mortgage having been paid in full. I hereby release & discharge the within mortgage. W. T. Davis

Registered Mo. 22 1909
 E. C. Armstrong
 Register of Deeds