

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 24<sup>th</sup> day of February, in the year of our Lord, 1906  
Twenty-one and Six, between Henry Dague and Rena  
Dague, his wife, of the Township of Marion in the County of  
Douglas and State of Kansas, of the first part, and  
E. B. Ward of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Twenty-one Hundred Dollars,  
to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage  
to the said part 2<sup>d</sup> 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:

The South East quarter (1/4) of Section Twenty-six (26) in  
Township Fourteen (14) in Range Seventeen (17) in  
Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said  
Parties of the first part 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

Twenty-one Hundred Dollars  
according to the terms of One certain Note this day executed  
and delivered by the said Parties of the first part to the said part 2<sup>d</sup> of the second part  
payable five years after date with interest five and one  
half per cent semi-annually.

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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said Parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part has hereunto set their hand and seal, the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

(Seeman)

Henry Dague

[SEAL.]

Rena Dague

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of Feb. A. D. 1906 before me

Hugh Blair, a Notary Public in and for said County and State, came

Henry Dague and Rena Dague, 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 27-Dec-1910

Hugh Blair

Notary Public.

Filed for Record the 2 day of March A. D. 1906 at 2<sup>00</sup> o'clock A. M.

W. W. Armstrong

Register of Deeds.

E. E. Armstrong

Deputy.

(The following is entered on the original instrument)  
 The note being described having been paid in full of the  
 mortgage is hereby released and the lien hereby and the discharge  
 is obtained my 24th day of May 1906. E. B. Ward.

Recorded Nov 21 1906

Hoga & Lawrence, Register