MORTGAGE RECORD No. 43.

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CHATCACE Standard Form, Journal 20, Printers Minders and Blank Book Mature Laurence in the year of our Lord .: Mineteen This Indenture, Made this Fifth day of March hundred and Rig , between Deorge Hildebrand and Winnie Hildebrand pusband and right Douglas Witnesseth, That lie said part id of the first part, in consideration of the sum of Three Hundred (\$3300) Thirty 19 here duly paid, the receipt of which is hereby acknowledged, ha2+2sold, and by these presents dogrant, bargain, sell and mortgage to the said part 2 of the second part there heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Mansas, described as tollows, to wit: The South west quarter of Section Twenty (20) and the East half of the South cast quarter of Section Wineteens (19) toll in Towaship Twelvel (12) Range Eighteen (18) East of the 6th P.M. Constaining 240 acres of least More or less. with all the appurtenances, and all the estate, title and interest of the said part co. of the first part therein .-- And the said George and Minunie Hildebrand do & hereby covenant and agree that at the delivery hereof fury One the lawful owner S 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 Thinty Three Hundred Dollars.

certain Prosuces ony Hote this day executed one according to the terms of and delivered by the said George Hildebrand and Dunie Hillebrand to the said part y of the second part payable three years after date with interest at the rate of six per cent per annum interest payable annually as per three interest Capons of \$ 198. Each attached to bail note.

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 partif of the second part, here 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 y_____making such sale, on demand, to said Lerry and Minumit, Hildsbraunt heirs and assigns. Said first parties new pay not less them? or on principal on any inless paying declar IN WITNESS WHEREOF, The said part is of the first part hard-hereunto settler hands and seed the day and year first above

written. Signed, Sealed and Delivered in Presence of Lev Q. Banko

neter

Ico Hildebrand [SEAL] Minnie Hildebrand [SEAL]

[SEAL.]

STATE OF KANSAS, County of Douglas day of March A. D. 1906., before me BE IT REMEMBERED, That on this ... a Notary Public in and for said County and State, came Leo Q Banks George. Hildebrand and his wife Winnie Hildebrand, to me personally known to be the same personS 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. Leo C. Banks. Notary Public. My Commission Expires Nov 27 4 1908 day of March A. D. 1966, at 2" o'clock P. M. a. W. Constrong, Register of Deeds. Filed for Record the 5-2

Deputy.