MORTGAGE RECORD No. 43.

erg his

e County of

ond part:

the sum of Dollars,

of Douglas,

1) of the

nd agree that

d indefeasible

of the sum of

he second part

he terms

art thereof, or

whole amount

nd assigns, at

noneys arising

sales, and the

4 their

ear first above

___[SEAL.]

.....[SEAL.]

[SEAL.]

..., before me

d State, came

to be the same

on the day and

tary Public.

ister of Deeds.

ange

ORTGAGE Standard Form, Jornau, Co., Printers, Binders and Blan, Book Makers, Lascence, Kan. This Indenture, Made this 25 day of March in the year of our Lord, Hundleen Hundred and Six, between Carolinge Tray and fames W. Seay, her husband of the Tounships of A compton in the County of ada a. Morec. of the second part: Town Hundred Dollars to there t. duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do _____grant, bargain, sell and mortgage to the said part 4... of the second par u.c. 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: _____ Comment of North West fractional Quarter (4) of Section Three (3) in Township Twelve (12) of Range Eighteen (1) East of the 2 the P. M. thurse South m Cast line of anid marti Destin Tifty mine (57) codo; there that, Then ce West Twenty sever (2) redo, Care (1) foot and your Winches; thence north fifty mine (09) rodo to Mathe ty mine (09) rodo to Arthlice rods, Que (1) foot and This (2) which to place for containing . Tent (10) acres, with all the appurtenances, and all the estate, title and interest of the said part 20 of the first part therein. And the said _... Carties of the first port _____ 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 Fron Hundred Dollars according to the terms of Que Note certain this day executed and delivered by the said arties of the first part to the said part 4 of the second part with interest the faceording to the terms of said not and conform thereto attached 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, full 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 4 making such sale, on demand, to said arties of the first fart there heirs and assigns. IN WITNESS WHEREOF, The said part 15-bf the first part ha U shereunto set Mand and seal sthe day and year first above ritten. Caroline dray. ISEAL. Signed, Seafed and-Dyliggred in Presence of Mughe Blair James W, Jravl [SEAL.] [SEAL.] STATE OF KANSAS, County of Nouglas 28th day of March A. D. Jede, before me BE IT REMEMBERED, That on this Caroline Tray and . a Notary Public in and for said County and State, cam Lames W, Sray herbushand 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 5 year last above written. My Commission Expires <u>27 X c c 1 90</u>9 Hugh Blave Notary Public. Filed for Record the 29 - day of Make A. D. 1984, at 50 clock 9, M. antermetrong Dy Elsie E Constorne perister of Deeds.

163