

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

This Indenture, Made this Twelfth day of March in the year of our Lord, 1906
hundred and Six, between Russell Deay and Nettie M. Deay
his wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and
Chas. C. Hayes of the second part:
 Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand (\$1000.) 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: The South West Quarter of the North East
Quarter of Section No. Seventeen (17); Also, the South one
third of the West Fifteen (15) acres of the North half of the South
East quarter of Section No. Twenty (20). Also, Commencing at
the South East corner of the North East quarter of Section No. Eleven
(11), thence running West 50 rods, thence North and rod, thence East 50
rods, thence South One rod to the place of beginning; All being in
Township No. Twenty (20), South of Range No. Twenty (20), East of the S.W. 1/4, and containing in
the aggregate .45-1/2 acres of land, more or less. Parties of the first part hereby agree to maintain
insurance of \$500 on the buildings now on or to be erected on and adjoining the north
of said party of the second part, his heirs and assigns, during the existence
of this loan.
 with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Russell Deay & Nettie M. Deay 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 and that they will, pay, and
defend the same in the court and
feasible possession of said party of the second part, his heirs and assigns
free from all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of
One Thousand Dollars

according to the terms of one certain mortgage note this day executed
 and delivered by the said parties of the first part to the said party of the second part
due in five years from date with interest from date to maturity so evidenced by coupon
attached thereto, interest after maturity & default at the rate of ten percent per
annum, until fully paid for cash or by sheriff's sale of above described property.
 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 party of the second part, his
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Russell Deay [SEAL.]

Nettie M. Deay [SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of March A. D. 1906, before me

the undersigned a Notary Public in and for said County and State, came

Russell Deay and Nettie M. Deay, his wife

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.

My Commission Expires Dec. 13 - 1908

W. T. L. L. L.
 Notary Public.

Filed for Record the 30 day of March A. D. 1906, at 7⁵⁰ o'clock P. M.

Alvin L. L. L. Register of Deeds.
By Elsie D. L. L. Deputy.

For Release the Book 48 Page 216.