213 MORTGAGE RECORD No. 43. Nat. Co. Printers Binders and Blank Book Maker This Indenture, Made this Fourth day of fune in the year of our Lord, Muneteen Mundred and rix , between Harry Q. Sibley and Mary E. Sibley Ais wife of the Township of Wallarusa, in the County of the County of of the second part: Mary a. Boardman Delares de la serie lundred and fifty Dollars. of the sum of Dollars, and mortgage to Thur duly paid, the receipt of which is hereby acknowledged, ha Wold, and by these presents do ____grant, bargain, sell and mortgage to the said part of the second part der heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, ty of Douglas, and State of Kansas, described as follows, to wit: 4 (12) of All State of Kansas, described as porous, to with the North Cast quarter (14) of Section Thirty-fine (35) in Township Gradere (12) of Range Rivetcen (11). East of the 6th P. M. in Douglas Councily, Kansas, inter (19) with all the appurtenances, and all the estate, title and interest of the said part Levol the first part therein. And the said parties of the first part _____ do __hereby covenant and agree that and agree that 23 nd indefeasible at the delivery hereof They and the lawful owner \$ of the premises, above granted, and seized of a good and indefeasible 91 estate of inheritance therein, free and clear of all incumbrances t of the sum of This Grant is intended as a Mortgage to secure the payment of the sum of Que Seven hundred and fifty 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 $\frac{4}{3}$ of the second part the second part payable three years after date, with interest there on according to the terms of Said note and Eupons thereto attached. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such paymeut, or any part thereof, or part thereof, or whole amount 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 y of the second part, due executors, administrators and assigns, at 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 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 sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said arties of the first pant Their to their heirs and assigns. IN WITNESS WHEREOF, The said part 40 of the first part ha Que hereunto set Their hands and seals the day and year first above year first above written. Harry Q. Sibley, Mary & Sibley, Signed, Sealed and Delivered in Presence of [SEAL.] [SEAL.][SEAL.] remie Watt [SEAL.] [SEAL.] ___[SEAL.] STATE OF KANSAS, County of Douglas BE IT REMEMBERED, That on this _____ 4 "____ Jane A. D. 1906 , before meday of D. That on this ______ a Notary Public in and for said County and State, came Jennie Watt ______ a Notary Public in and for said County and State, came Harry C. Sibley iled Mary E. Sibley, his Wite ______ to me personally known to be the same _______ e.G., before me and State, came 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 on the day and year last above written. Jennie Watt My Commission Expires 30 - Mich 1908. Notary Public. lotary Public. day of Aure A. D. 1906, at 200 o'clock R. M. Filed for Record the (1. 2. Constrong Register of Deeds. gister of Deeds. Deputy. ___ Deputy.

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