

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 22nd day of July, in the year of our Lord, 1904,
Cassie J. Bell & Sam Bell
her husband of the County of Douglas and State of Kansas, of the first part, and

The Ferguson Implement Company, of Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Fifty hundred Dollars,
 to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage

to the said part 2^d of the second part do 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: Commencing at the South West Corner of following
described land: All of the North East quarter of South West quarter of Section
fifteen (15) Township thirteen (13) Range thirteen (13) lying south and east of the
center of the present public highway running in a North Easterly and
South Westerly direction through said quarter section; thence
east to the center of Washington Creek; thence north to the
center of Wakarusa Creek; thence follow Wakarusa Creek;
thence north to the center of Wakarusa Creek; thence
follow Wakarusa Creek to the West line; thence
south westerly along said line to the place of
beginning, containing two and one half acres.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owner of the premises, above granted, and seized of a good and indefeasible

estate of inheritance therein free and clear of all incumbrances, except a mortgage of \$
recorded in the Register of Deeds office in Douglas County
Kansas

This Grant is intended as a Mortgage to secure the payment of the sum of
Fifty hundred dollars (\$500.)

according to the terms of the certain promissory note this day executed

and delivered by the said parties of the first part to the said part 2^d of the second part

on June 25th 1904.

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^d of the second part, the 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 parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Cassie J. Bell [SEAL.]

S. D. Bell [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 22nd day of July, A. D. 1904, before me

John M. Spencer a Notary Public in and for said County and State, came

Cassie J. Bell and Sam Bell her husband

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 Sept 15, 1905.

John M. Spencer
 Notary Public.

Filed for Record the 3rd day of July, A. D. 1904, at 2³⁰ o'clock P.M.

Arthur M. Armstrong Register of Deeds.

Ray C. Armstrong Deputy.