

MORTGAGE RECORD No. 43.

MORTGAGE RECORD FORM. JOURNAL CO., PRINTERS, BUREAU OF DEEDS, LAWRENCE, KAN.

This Indenture, Made this 30th day of July in the year of our Lord, 1906, between Edward F. Deister and Minnie C. Deister, his wife of the Township of Lawrence in the County of Douglas and State of Kansas of the first part, and R. T. Richards of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand Dollars, to him duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 North West fractional quarter (1/4) of Section Thirty one (31) in Township (12) Twelve, of Range Eighteen (18) Douglas County, Kansas containing one hundred and thirty-four and 6/100 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 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

Two Thousand 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 party of the second part Payable five years after date with interest at 6% annually from date until paid.

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 its 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 their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Edward F. Deister [SEAL.]
Minnie C. Deister [SEAL.]
[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 30th day of July A. D. 1906, before me

Jennie Watt a Notary Public in and for said County and State, came Edward F. Deister and Minnie C. Deister his wife 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 30th Nov. 1908.

Jennie Watt
Notary Public.

Filed for Record the 6th day of Aug A. D. 1906 at 10 o'clock A.M.

AW Armstrong Register of Deeds.
By Chas. Armstrong Deputy.

Recorded Aug 15 1906
Jennie Watt

For Particular Reference See Bk. 94 Pg. 576

Mr. Armstrong the Clerk of the Court

This mortgage is subject to the payment of the sum of \$2,000.00 in full, the mortgage is hereby released and the sum of \$2,000.00 is to be paid to the mortgagee by the mortgagor on or before the day of August, A. D. 1908. All moneys due and owing to the mortgagee by the mortgagor are hereby assigned to the mortgagee.