

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

This Indenture, Made this 15<sup>th</sup> day of October in the year of our Lord, one thousand nine hundred and six, between James M. Rose & Sarah E. Rose of Jefferson and State of Kansas, of the first part, and John G. Wagner, Cashier State Bank of Leecompton, Leecompton, Kansas of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand and No 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 part of 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: lots numbered One & Two in section Five, Township Twelve, Range Nineteen east of 6<sup>th</sup> P.M. and containing 12.6 acres more or less. Also the north 30 acres of the west 1/2 of the east 1/2 of the N. 8 1/4 of Section Eight; Township Twelve, Range Nineteen, east of 6<sup>th</sup> P.M. Also commencing at a point 40 rods north of the S.W. corner of the east 1/2 of the N. E. 1/4 of said section "8" Township "12" Range "11" east of 6<sup>th</sup> P.M. thence running north 30 1/2 rods, more or less to the C.T. and S.T. Railroad right of way thence on south side of said rail road right of way, west 70 rods with 44 rods, thence south 70 rods to N.W. corner of land conveyed to Arthur Rose in deed book "65" at page "877" Douglas Co, Records, thence east to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said James M. Rose and Sarah E. Rose 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

according to the terms of \_\_\_\_\_ certain \_\_\_\_\_ this day executed \_\_\_\_\_ and delivered by the said \_\_\_\_\_ to the said part \_\_\_\_\_ of the second part

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 of the second part, \_\_\_\_\_ 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 making such sale, on demand, to said \_\_\_\_\_ heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1 \_\_\_\_\_, before me

\_\_\_\_\_ a Notary Public in and for said County and State, came

\_\_\_\_\_ 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 \_\_\_\_\_

Notary Public.

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Register of Deeds.

Deputy.