

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON & CO. PRINTERS, MINNERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Eighth day of December in the year of our Lord, thirteen hundred and six 1886, between James L. Milburn unmarried of Edora in the County of

Douglas and State of Kansas, of the first part, and James L. Weaver of East Liverpool Ohio of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Five Thousand Six hundred Fifty five \$5,550 Dollars,

to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage

to the said part 2<sup>nd</sup> 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 West half of the South East Quarter of Section 26, Twp. 4 N. R. 30 E. S. 30 E. in Township No. Twelve (12) South of Range No. Twenty one (21) East of the 6<sup>th</sup> Meridian, Kansas. 80 acres; Also in Township No. Twelve (12) South of Range No. Twenty one (21) East of the 6<sup>th</sup> Meridian, Kansas. 80 acres; Also in Township No. 35 South of Range No. 21 East of the 6<sup>th</sup> Meridian, Kansas. 80 acres; Thence North 80 Rods; Thence up the Meanderings of Captain Creek to Section line; Thence South on Section line to beginning containing 80 acres more or less. Also 80 acres more or less off the North West Corner of N. W. 1/4 of S. W. 1/4 Section No. 35, Same Township and Range, the same being all that part of the West half of the South East Quarter said Section No. 35 lying North and West of Captain Creek except 80 acres heretofore deeded to Winslow Davis and Margaret Davis to Milton Daby.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said James L. Milburn do hereby covenant and agree that at the delivery hereof he is 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

This Grant is intended as a Mortgage to secure the payment of the sum of

\$5664.53 according to the terms of Three certain Notes this day executed and delivered by the said James L. Milburn to the said part 2<sup>nd</sup> 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 2<sup>nd</sup> 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 part 2<sup>nd</sup> making such sale, on demand, to said James L. Milburn his heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of James L. Milburn [SEAL.] [SEAL.] [SEAL.]

STATE OF KANSAS, } ss. County of Douglas BE IT REMEMBERED, That on this 8<sup>th</sup> day of December A. D. 1886, before me

L. S. Steele a Notary Public in and for said County and State, came James L. Milburn unmarried 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 June 20 1890 L. S. Steele Notary Public.

Filed for Record the 8<sup>th</sup> day of Dec A. D. 1886 o'clock P. M. Alfred Armstrong Register of Deeds. E. E. Armstrong Deputy.

*This is a mortgage on the original instrument. The notes given in connection herewith being held by another mortgagee. Dated Feb. 25<sup>th</sup> 1887. This mortgage is hereby assigned to me, E. E. Armstrong, Register of Deeds, Douglas County, Kansas, as witness my hand this 4<sup>th</sup> day of February, A. D. 1887. E. E. Armstrong, Register of Deeds.*