

MORTGAGE RECORD No. 43.

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

This Indenture, Made this Twelfth day of December in the year of our Lord, million hundred and Four between William A. Carpenter and Lydia J. Carpenter, his wife of Douglas in the County of May Carpenter and State of Kansas of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said part 2 of the first part, in consideration of the sum of Sixteen Hundred (\$1700.) 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 1 of the second part 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 South West Quarter of the North West Quarter of Section No. Eight (8) in Township No. Thirteen (13), South, of Range No. Twenty (20) East of the 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said William A. Carpenter and Lydia J. Carpenter 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 and that they will warrant & defend the same in the quiet & peaceable possession of said second party, his heirs & assigns forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of \$1700.

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said part 1 of the second part due in Two years from date hereof, with interest as evidenced by coupons attached thereto.

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 1 of the second part, heirs, 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 1 making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 2 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  
William A. Carpenter [SEAL]  
Lydia J. Carpenter [SEAL]

STATE OF KANSAS, } ss.  
Douglas County  
BE IT REMEMBERED, That on this 24<sup>th</sup> day of December A. D. 1907, before me

the undersigned a Notary Public in and for said County and State, came William A. Carpenter and Lydia J. Carpenter 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 Dec. 13<sup>th</sup> 1908

Wm. H. Sinclair Notary Public.

Filed for Record the 11 day of Dec A. D. 1907, at 9<sup>00</sup> o'clock A. M.  
Cliff Armstrong Register of Deeds.  
By Chris G. Armstrong Deputy.

The foregoing is Enclosed in the original instrument. My note serial described having been paid in full this mortgage is hereby released and the same hereby being discharged, Ed Virtum My hand this 31<sup>st</sup> day of December A.D. 1906.

Recorded Jan 10<sup>th</sup> 1907  
W. H. Armstrong  
Register of Deeds