

MORTGAGE RECORD No. 43.

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This Indenture, Made this 15th day of December in the year of our Lord, one thousand nine hundred and six, between Albert A. Webber and Jessie B. Webber his wife of Marion Twp in the County of Douglas and State of Kansas, of the first part, and

J. A. Kessler Cashier of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred 700/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have to Gold; and by these presents do grant, bargain, sell and mortgage to the said party 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 North thirty five acres (35) of the North East quarter (4) of Sec fifteen (15) township fourteen (14) of Range (18) better described as follows: Commencing at the North West corner of said quarter section, thence South along west line of said quarter Sec. thirty five (35) rods; thence East parallel with the North line of said quarter Sec. one hundred sixty (160) rods to East line of said quarter Sec.; thence North along said East line thirty five (35) rods to North East corner of said quarter section; thence West along North line one hundred sixty (160) rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of: the said parties of the first part therein. And the said Albert A. and Jessie B. Webber 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 Eight Hundred 700/100 Dollars according to the terms of one certain promissory Note this day executed and delivered by the said Albert A. Webber and Jessie B. Webber to the said party of the second part due in two years from date hereof at 6% Semi-annual interest.

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, his heirs, 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 Albert A. Webber and Jessie B. Webber heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Albert A. Webber [SEAL.]
Jessie B. Webber [SEAL.]

STATE OF KANSAS,
County of Osage } ss.

BE IT REMEMBERED, That on this 15th day of December A. D. 1906, before me

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

Albert A. Webber and Jessie B. Webber husband and 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 23rd day of June 1907.

J. A. Kessler Notary Public.

Filed for Record the 19th day of December A. D. 1906, at 2⁴⁰ o'clock A.M.

W. W. Armstrong Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
The within mortgage having been paid in full it is hereby released on this 11th day of May A.D. 1910
J. A. Kessler, Cashier

Recorded Aug 9 1910
Hoyt J. Lawrence
Register of Deeds