

## MORTGAGE RECORD No. 43.

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This Indenture, Made this 12<sup>th</sup> day of January in the year of our Lord, twentieth  
and Seventy, between George M. Nichols and family  
A. Nichols, his wife, of the Township of Palmyra in the County of  
Douglas and State of Kansas, of the first part, and  
L. E. Conkle of the second part:

L. E. Conkle of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred 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 y<sup>th</sup> of the second part her 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: Tract of land in the NW 1/4 of Sec 10, T. 1 N., R. 10 E., S. 10 N., Co. Douglas, Mo.

and State of Kansas, described as follows, to wit:

The North Half  $\frac{1}{2}$  of the South-east-quarter  $\frac{1}{4}$  of the South-east-quarter  $\frac{1}{4}$  of Section Twelve (12) in Township (14) of Range Twenty (20) in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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**

This Grant is intended as a mortgage to secure the payment of the sum of  
*Five Hundred 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 part *1* of the second part  
*Payable three years after date according to terms of said*  
*note and coupons thereto attached.*

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 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 of making such sale, on demand, to said Parties of the first part their 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*

Hugh Blavi

STATE OF KANSAS,

Douglas County - } SS.

BE IT REMEMBERED, That on this 12<sup>th</sup> day of Jan., A. D. 1908, before me

High Blair, 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 25 Dec 1919

Hugh Blair Notary Public.

Filed for Record the Jan. day of 14 - A. D. 1907 at 8<sup>40</sup> o'clock a. M.

*W. Armstrong* Register of Deeds  
*By Elsie E. Armstrong* Deputy.  
*JS*

The specimen is embedded on the original envelope.  
The note having described the eggs were found in full price  
mortgage is hereby released and the ten shillings credited, discharged  
be the same may have the 2<sup>nd</sup> day of January at 1910.  
Gertrude C. Poole.

Recorded Jan 31 1910  
Floyd Lawrence  
Printer & Bookbinder