

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 26th day of February in the year of our Lord, Nineteen hundred and seven (1907), between James L. Milburn, Unmarried, of Endora in the County of

Douglas and State of Kansas, of the first part, and James H. Weaver of East Liverpool, Ohio of the second part: Witnesseth, That the said party of the first part, in consideration of the sum of Five Thousand Six hundred & Eighty four & 2/100 Dollars, to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 East half of the South East Quarter of Section No. Thirty four (34) in Township No. Twelve (12) North of Range No. Twenty one (21) East of the 6th P.M. Meridian, 80 acres; Also in Johnson County Kansas, Commencing 70 Rods North of North West Corner of Section No. Thirty five (35) Township (Range as aforesaid); Thence East 70 Rods; Thence North 70 Rods; Thence up the meanderings of Captain Creek to Section line; Thence South on Section line to Beginning, containing 18.2 acres more or less. Also 2 1/4 acres more or less off the North West Corner of North West Quarter of South West Quarter of Section No. Thirty five (35) Same Township and Range the same being all that part of the West Half of South West Quarter. Said Section No. 35, lying North and West of Captain Creek, except Six (6) acres heretofore deeded by Winifred Davis and Margaret Davis to Miller Navy.

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

Dated Dec. 31/1906, and given to secure said sum Payable in 1-2-3-4-5-6-7-8-9 years with interest at 8% payable annually after Nov. 21-1906.

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, and 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 party making such sale, on demand, to said James L. Milburn his heirs and assigns.

IN WITNESS WHEREOF, The said party 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,
County of Douglas ss.

BE IT REMEMBERED, That on this 25th day of February A. D. 1907, before me

L. S. Steele a Notary Public in and for said County and State, came James L. Milburn, an unmarried man. 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 1910

L. S. Steele Notary Public.

Filed for Record the 26 day of Feb. A. D. 1907 at 10¹⁵ o'clock A.M.

all transactions Register of Deeds.
By Ethel C. Condit Deputy.

Mrs. Nelson Sec. Book 51 Page 221