

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LA SALLE, ILL.

This Indenture, Made this 25th day of February in the year of our Lord, 1907
hundred and seven, between James M. Charles & Martha E. Charles his wife of the Township of Essex in the County of
Douglas and State of Kansas, of the first part, and E. Wilson of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Thirty 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 2^d 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:

All that part of the South east quarter (1/4) of Section
Twelve (12) in Township Thirteen (13) of Range Twenty (20)
lying North and West of the Wakarusa River in said
Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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
Thirty 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 2^d of the second part
Payable five years after date with interest thereon according to the
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 2^d of the second part, her 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^d making such sale, on demand, to said Parties of the first part their
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

James M. Charles [SEAL.]

Martha E. Charles [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 27th day of February A. D. 1907, before me

Hugh Blair a Notary Public in and for said County and State, came
James M. Charles and Martha E. Charles
his wife to me personally known to be the same

persons 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, 1909

Hugh Blair
 Notary Public.

Filed for Record the 28 day of Feb. A. D. 1907, at 1⁰⁰ o'clock P.M.

Alfred Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

For Blaine La Book 57 Page 408

The note herein described having been paid in full, this mortgage is hereby released and the

Recorded April 9, 1912