

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

This Indenture, Made this 25 day of February in the year of our Lord Twitten Hundred and Seven, between James M. Charles and Martha E. Charles, his wife of the Township of Endra in the County of Douglas and State of Kansas, of the first part, and

E. J. Hensley

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 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:

The North West quarter of the North West quarter of Section number One (1) in Township number Thirteen (13) South of Range number Twenty (20) East of the 2nd P.M. 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

Five Hundred Dollars

according to the terms of Cash certain Note this day executed and delivered by the said Parties of the first part to the said part 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 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 of making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 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 Blair

James M. Charles

[SEAL.]

Martha E. Charles

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 27 day of Feb. 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 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. 1909

Hugh Blair

Notary Public.

Filed for Record the

25

day of Feb.

A. D. 1907, at 2 o'clock P. M.

Ally Armstrong

Register of Deeds.

By Elsie E. Armstrong Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 27th day of February, A. D. 1907.

Hugh Blair

(for assignment see Book 43 p. 37)

Recorded April 9 1912
By J. H. Lawrence
By J. H. Lawrence