

MORTGAGE RECORD No. 43.

ORTCAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 15 day of February in the year of our Lord, Thirteen
hundred and Seven, between James M. Charles and Martha
E. Charles, his wife of the Township of Eudora in the County of
Douglas and State of Kansas, of the first part, and
E. S. Hawley of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand 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 of the second part and heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to wit:

all that part of the South east quarter (1/4) of Section
Nine (9) in Township Thirteen (13) of Range Twenty (20)
lying North and West of the Wakanusa River.

Also the West half $\frac{1}{2}$ of the North East quarter $\frac{1}{4}$ of Section Twelve (12) in Township Thirteen (13) of Range Twenty (20) all in Deuel County Kansas.

with all the appurtenances and all the estate, title and interest of the said part 2 of the first part therein. And the said _____ do hereby covenant and agree that _____ 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

Two Thousand 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 of of the second part
payable five years after date with interest thereon
according to the terms of said note and coupons
hereto 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 party 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 party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of

Angie 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. 1967, before me

Hugh 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 B. Lee
Notary Public.

Filed for Record the 25 day of Feb., A. D. 1917, at 2:15 o'clock P. M.

A. A. Armstrong Register of Deeds.
By *Elmer E. Armstrong* Deputy.

[illegible]

(The following is endorsed on the original instrument.)

Recorded Ex. C. 11 19/4