

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON, CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 28 day of February in the year of our Lord, one thousand and seven hundred and seven (1907), between John C. Wise and Katie Wise of Douglas and Heile of Lawrence in the County of Douglas and State of Kansas, of the first part, and A. Healey of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand Two Hundred \$22.00 Dollars, to them duly paid, the receipt of which is hereby acknowledged, has 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 South East quarter of the South West Quarter of Section No. Twenty eight (28) in Township No. Twelve (12) South of Range No. Twenty (20) East of the Sixth Principal Meridian Kansas, Containing Forty (40) acres More or Less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John C. Wise & Katie F. Wise do hereby covenant and agree that

at the delivery hereof they are 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 Grantors reserve the privilege of paying any or all of said notes at any time.

This Grant is intended as a Mortgage to secure the payment of the sum of

\$22.00

according to the terms of Four certain Notes this day executed

and delivered by the said John C. Wise & Katie F. Wise to the said party of the second part \$550.00 due March 1 - 1908; March 1 - 1909; March 1 - 1910; March 1 - 1911

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 John C. Wise, his 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

John C. Wise (SEAL.)

Katie F. Wise (SEAL.)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 28 day of February A. D. 1907, before me

L. S. Stille a Notary Public in and for said County and State, came

John C. Wise and Katie F. Wise 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 June 20 1912

L. S. Stille
Lawrence, Kansas Notary Public.

Filed for Record the 2 day of March A. D. 1907, at 4 o'clock P. M.

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

(For Release see Book 47 Page 332)

This following is endorsed on the original instrument
The word "received" has been paid in full this
March 1 - 1911
Recorded April 7 - 1910
Stille & Co.