MORTGAGE RECORD No. 43.

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

This Indenture, Made this Fourth day of March in the year of our Lord, Nineteen hundred and Seven, between John E. Hutt and Opal A. Hutt, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Earnest Wise. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four thousand four 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 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: Commencing at a point in the west line of the South-west Quarter (S W ¼) of Section number twelve (12) in Township Number twelve (12) South of Range Number Nineteen (19) East of the Sixth P. M. Eighteen and Sixty Eight hundredths (18 68/100) rods South of the north-west corner thereof, thence running South on said west line to the South west Corner of said quarter Section, thence East Eighty (80) rods, thence North Eighty (80) rods, thence East Eighty (80) rods to the East line of said quarter Section, thence North on said East line to a point Eighteen and Sixty Eight one hundredths (18 68/100) rods South of the North-East Corner of said quarter Section, thence West to the place of beginning. Containing One hundred and one and thirty two one hundredths (101 32/100) Acres of land. 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 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 $ 4,400. according to the terms of one certain Note this day executed and delivered by the said parties of the first part to the said party of the second part Payable three years after date with interest at 6% per annum, payable Semi Annually Right reserved to pay all or any part on thirty days notice.

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 parties 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

John E. Hutt [SEAL.]
Opal A. Hutt [SEAL.]
[SEAL.]

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 4th day of March A. D. 1907, before me S. A. Wood a Notary Public in and for said County and State, came John E. Hutt and Opal A. Hutt 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 April 10th 1907. S. A. Wood *Notary Public.*

Filed for Record the 12th day of March A. D. 1907, at 1 30 o'clock P. M.

A. W. Armstrong *Register of Deeds.*

Deputy.

The following is endorsed on the original instrument:
To Hold Lincoln Loan Company
To be released and the land Freed and Cleared of this mortgage
In Witness my hand this 5th day of July A.D. 1907
Earnest Wise.

Recorded Aug. 22-07
A. W. Armstrong Reg. of Deeds.

The following is endorsed on the original instrument:
For value received I hereby assign and transfer this mortgage to Lincoln Loan Company
Witness my hand this 16 day of July A.D. 1907
Earnest Wise.

Recorded Aug. 22-07
A. W. Armstrong Reg. of Deeds.

Recorded Aug 8 1907.
A. W. Armstrong
Register of Deeds.