

MORTGAGE RECORD No. 43.

399 9

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This Indenture, Made this 6th day of March in the year of our Lord, Nineteen
Hundred and Seven (1907), between Olie Tomplin and Lena W. Tomplin

of Douglas and State of Kansas, of the first part, and Rate F. Lewis of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand & No/100 (\$3000.00) Dollars,

to them duly paid, the receipt of which is hereby acknowledged, in and by these presents do grant, bargain, sell and mortgage to the said party 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: Beginning at the S.W. corner of the N.E. 1/4, Section 36, Township 12, Range 17 E. of 6th P.M.; thence North 7 chains; thence East 9 chains; thence South 7.07700 chains; thence South 60° West 5.73100 chains; thence West 4 chains to a point on the quarter section line; thence North 5 chains to the place of beginning - parcels lying both N.E. 1/4 and S.E. 1/4 said Sections.

Also Beginning at the S.E. corner of the N.W. 1/4, Sec. 36, T. 12, R. 17 E. of 6th P.M.; thence North on said 1/4 section line 28 rods; thence West 11.424100 rods; thence South 28 rods to the South line of said 1/4 section; thence East 11.424100 rods to the place of beginning - 2 acres. Also Beginning at the intersection of the West line of Missouri Street with the South line of Berkley Street extended west; thence West 63 feet to the East line of land owned by Wesley H. Duncan; thence South by said East line 448 feet; thence East 63 feet to the West line of Missouri Street; thence North by Missouri Street as recently extended by the City of Lawrence to the place of beginning - 162100 Acres More or less in said N.E. 1/4 Sec. 36, T. 12, R. 17 E. of 6th P.M. Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party 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

\$ 3000.00

according to the terms of our certain Note this day executed

and delivered by the said Olie Tomplin and Lena W. Tomplin his wife to the said party of the second part payable five years from date, with privilege of paying \$100.00 or any multiple thereof at any interest paying period, interest to be paid annually.

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, 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 party making such sale, on demand, to said Olie Tomplin 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

Olie Tomplin [SEAL.]
Lena W. Tomplin [SEAL.]
[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 22nd day of March A. D. 1907, before me

Frank E. Banks a Notary Public in and for said County and State, came Olie Tomplin and Lena W. Tomplin



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 November 8, 1910.

Frank E. Banks Notary Public.

Filed for Record the 22nd day of March A. D. 1907, at 2nd o'clock P. M.

W. W. Armstrong Register of Deeds.
Deputy.

(After Release See Book 45 Page 633)