

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS. HINDS AND HINDS BOOK MAKERS, LAWRENCE, MO.

This Indenture, Made this 15th day of December in the year of our Lord, one thousand nine hundred & seven, between Amos Ralph Maybright and Emma E. Maybright his wife of Madison T.P. in the County of Douglas and State of Kansas, of the first part, and

J. A. Kesler - Cashier of the second part:

Witnesseth, That the said party 2^d of the first part, in consideration of the sum of Eight Hundred & 70⁰⁰ 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 1st 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: A part of the North half of the North East quarter (P) of Section fifteen (15) in Township fourteen (14) of Range Eighteen (18) described as follows: Commencing at a point on the West line of said quarter section thirty five (35) rods South of the north West corner of said quarter section; thence East one hundred sixty (60) rods parallel with north line of said quarter section to the East line thereof; thence with said East line five (5) rods to the N.E. Cor. of a lot acre (60) tract in square when 1/4 of the South East Cor. of said quarter Sec. thence West forty (40) rods to the North West corner of said 10 acre tract; thence South rods to the South West corner of said 10 acre tract; thence west one hundred twenty (20) rods along center line of said quarter section to the west line of said quarter section; thence north along said west line to place of beginning; containing thirty five (35) acres.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Amos Ralph Maybright 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

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

Eight Hundred & 70⁰⁰ Dollars according to the terms of one certain promissory note this day executed by Amos Ralph Maybright & Emma E. Maybright to the said party 4th of the second part and delivered by the said Amos Ralph Maybright & Emma E. Maybright bearing equal date herewith due in 5 years with interest at 6% for a sum payable 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 4th 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 sale 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 4th making such sale, on demand, to said Amos Ralph Maybright and Emma E. Maybright heirs and assigns.

IN WITNESS WHEREOF, The said party 1st of the first part hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Amos Ralph Maybright [SEAL]
Emma E. Maybright [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 15th day of March A. D. 1907, before me

Amos Ralph Maybright and Emma E. Maybright 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 29 June 1907

J. A. Kesler Notary Public.

Filed for Record the 4th day of April A. D. 1907, at 3⁰⁰ o'clock M.

W. H. Armstrong Register of Deeds.
By Charles Armstrong Deputy.

The following is unrecorded on the original instrument
The within mortgage having been paid in full it is hereby
cancelled, on this 15th day of August 1911, by the
Register of Deeds of Douglas County, Kansas.
J. H. Armstrong, Reg. of Deeds
and Clerk of Court

Recorded Vol. 65, 1911
W. H. Armstrong
Register of Deeds
Douglas County, Kansas

Recorded Sept 2 1907
J. H. Armstrong
Register of Deeds
Douglas County, Kansas