

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, Journal No. 1, Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Seventh day of February in the year of our Lord, thirteen hundred and seven, between Mamie A. Vining and George C. Vining her husband of Illinois in the County of Cook and State of Kansas, of the first part, and Delia A. Phillips of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Six Thousand Nine Hundred and Eighty 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 part 2nd of the second part 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 Northeast quarter of Section No. Thirty five (35) and the South East quarter less the North half of North West 1/4 off and South East quarter of Section No. Thirty five (35) All in Township No. Traction 10 South of Range No. Twenty (20) East of the Sixth Principal Meridian Kansas, Containing Three Hundred Acres More or Less. Second party agrees to release Forty acres or more at any time upon the payment of \$35 per acre.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mamie A. Vining and George C. Vining 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

\$6780

according to the terms of one certain note this day executed and delivered by the said Mamie A. Vining and George C. Vining to the said part 2nd of the second part

Payable in ten years interest at with privilege of paying all or Part at any time by giving 30 days notice of such intention.

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 part 2nd 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 part 2nd making such sale, on demand, to said Mamie A. Vining her heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written. Encure 10th line made before signing

Signed, Sealed and Delivered in Presence of

E. L. Fiddelke

Don Travis

Mamie A. Vining

[SEAL]

George C. Vining

[SEAL]

George C. Vining

[SEAL]

STATE OF KANSAS

ss.

County of Cook

BE IT REMEMBERED, That on this 3rd day of April A. D. 1907, before me

Charles J. Mulvey

a Notary Public in and for said County and State, came

Mamie A. Vining and George C. Vining

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 July 15th 1907

Charles J. Mulvey

Notary Public.

Filed for Record the 12 day of April A. D. 1907, at 2⁰⁰ o'clock P. M.

W. Armstrong

Register of Deeds.

By Eliza Armstrong Deputy.

This mortgage is intended to secure the payment of the sum of \$6780.00 as per note attached hereto. A. D. 1907.

Delia A. Phillips

Oct. 30th 1912

Estelle Northrup

In consideration of full payment of the within mortgage I hereby release the same.

Attest
Floyd L. Lawrence