

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form - Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

488

This instrument is subject to the provisions of the act of March 1, 1909, relating to the recording of mortgages, and the provisions of the act of March 1, 1909, relating to the recording of mortgages, and the provisions of the act of March 1, 1909, relating to the recording of mortgages.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand this _____ day of _____ A. D. 1909.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand this _____ day of _____ A. D. 1909.

Recorded Dec 21 - 1912

Charles Arthur Richards
 Recorder of Deeds
 Douglas County, Kansas
 My Commission Expires February 7, 1909

This Indenture, Made this Fourth day of September in the year of our Lord, one thousand and seven, between William M. Underwood and Fannie B. Underwood, his wife of Laurance in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 2 of the first part, in consideration of the sum of One Thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do grant, bargain, sell and mortgage to the said part 1 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 one-half of the South east quarter of Section number Eight (8) Township number Twelve (12) Range number Thirteen, East of the Sixth Principal Meridian; except the East Ten (10) acres thereof.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William M. Underwood & Fannie B. Underwood 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 One thousand dollars according to the terms of a certain note this day executed and delivered by the said William M. Underwood & Fannie B. Underwood to the said part 1 of the second part

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 1 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 part 1 of the first part, their 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

William M. Underwood [SEAL]
Fannie B. Underwood [SEAL]
 _____ [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 4th day of September A. D. 1909, before me John L. A. Norton a Notary Public in and for said County and State, came William M. Underwood and Fannie B. Underwood 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 February 7, 1909

Filed for Record the 4 day of Sept. A. D. 1909 at 12 o'clock M.

John L. A. Norton Notary Public.
Allyn M. Hays Register of Deeds.
By Charles Armstrong Deputy.

The following is endorsed on the original instrument.
 The note herein described having been paid in full this mortgage is hereby released, and the land hereby created, discharged, as witnesses
 Recorded October 9, 1909
 Floyd L. Lawrence