

# MORTGAGE RECORD No. 43.

495 5

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This Indenture, Made this Seventh day of September in the year of our Lord, one thousand nine hundred and seven, between

William Logan (unmarried) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

George Myers of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Five Hundred Dollars, to him 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 2 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 North Twenty eight (28) Acres of the North Fifty Seven (57) Acres of the South West quarter (1/4) of Section Eighteen (18) Township Thirteen (13) South of Range Nineteen (19) East of 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said William Logan do hereby covenant and agree that at the delivery hereof he is 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

according to the terms of \_\_\_\_\_ certain \_\_\_\_\_ this day executed and delivered by the said \_\_\_\_\_ to the said part \_\_\_\_\_ 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 \_\_\_\_\_ of the second part, \_\_\_\_\_ 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 \_\_\_\_\_ making such sale, on demand, to said \_\_\_\_\_ heirs and assigns.

IN WITNESS WHEREOF, The said part \_\_\_\_\_ of the first part has hereunto set \_\_\_\_\_ hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS, } ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1 \_\_\_\_\_, before me \_\_\_\_\_ a Notary Public in and for said County and State, came

\_\_\_\_\_ 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 \_\_\_\_\_ 1 \_\_\_\_\_

Notary Public.

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Register of Deeds.

Deputy.