

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 10th day of September in the year of our Lord, nineteen hundred and seven between Sidney E. Perkins and Lodie M. Perkins his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants Loan & Savings Bank of Lawrence Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fifteen hundred (\$1500.00) 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 part 1st of the second part its 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 seventy six (76) Rods of Lot - # 3 in south west quarter (S.W. 1/4) of Section two (2) Township twelve (12) Range nineteen (R. 19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part 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

\$1500.00

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2^d of the second part

dated June 14-1907, payable three years after date with interest at 6 1/2 % payable semi-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 part 2^d of the second part, its 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 2^d making such sale, on demand, to said parties of the first part 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

Sidney E. Perkins, [SEAL.]
Lodie M. Perkins, [SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of Sept. A. D. 1907, before me

W. F. March, a Notary Public in and for said County and State, came Sidney E. Perkins and Lodie M. Perkins 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 July 24-1909

W. F. March, Notary Public.

Filed for Record the 13 day of Sept. A. D. 1907, at 11 o'clock A.M.

W. F. March, Register of Deeds.
W. F. March, Deputy.

for Release see Book 79-Page 491