

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

This Indenture, Made this 28<sup>th</sup> day of September in the year of our Lord, 1907, hundred and seven, between Alice Christed Wm. P. Christed her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants Bank & Savings Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred twenty five 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 of of the second part its successors 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 half (S $\frac{1}{2}$ ) of the South half (S $\frac{1}{2}$ ) of the South-west quarter (SW $\frac{1}{4}$ ) of the North-east quarter (NE $\frac{1}{4}$ ) of Section No. twelve (12) Township No. thirteen (13) South of Range No. nineteen (19) East of the sixth (6<sup>th</sup>) Principal Meridian, except one and six tenths (1 $\frac{6}{10}$ ) acres, off the West end, and except twenty (20) feet off the East end with all the appurtenances, and all the estate, title and interest of the said part of 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 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

\$ 625.00

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 of of the second part payable three years after date, with interest at 8% 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 of 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 surplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Alice Christed [SEAL]  
Wm. P. Christed [SEAL]  
 [SEAL]

## STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 28<sup>th</sup> day of September A. D. 1907, before me W. F. March a Notary Public in and for said County and State, came Alice Christed and Wm. P. Christed her husband 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 30 day of Sept. A. D. 1907, at 11 o'clock A. M.

W. F. March 1. Register of Deeds.  
W. F. Christed Deputy.

(Ch. McCune Sec. 22. 47-19-2)