510 MORTGAGE RECORD No. 43. ONTOAGE Standard Form. JOURNAL CO., Printers, Budders and Blank Book Makers, Lawrence, K in the year of our Lord, Anie tent This Indenture, Made this First day of October Habel W. Taylor his wife Tims hip of alleanues in the County of hundred and sever, between_ and State of Kansas, of the first part, and The Merchanto Lean and Sarings Buck. Chausena Manof the second part: Witnesseth, That the said purtice of the first part, in consideration of the sum of hundred Ofwelve to Lecast 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 4 ... of the second part their ... 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 East Cleven (1) acres of Tothe East quarter (2) of South Cast quarter (7) Section Swenty Three (23) Township tuche (12) Range Hineteen UP) Eact of & C. M. (los one (1) acre out of the Noth East Conur thereof as conveyed to District, Burd of School District, 75. 53 bereribed as follows: Commencing at the torthe East Course of mid & Sec, thence South 12 rods, 12 feet, thene West ando what, there Loth 12 ends 12 feet there Cat 12 rodo refut to legun with all the apportenances, and all the estate, title and interest of the said part/_Sof the first part therein. And the said hereby covenant and agree that Tarties of the first part, do 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 Twelve hundred dollars certain morlgage mole this day executed orce according to the terms of and delivered by the said Garties of the first - past. to the said part 4/... of the second part beyable fire years after date with interest in meantime according to by Suched to baid note and 10% after maturily or default until paid. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such paymeut, 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 4 of the second part 2 executors, administrators and assigns, at any time thereafter to sell the preprises 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 4 making such sale, on demand, to said artico of the sait parts, their heirs and assigns. IN WITNESS WHEREOF, The said part length the first part have hereunto set Lichhand Sand seal Sthe day and year first above written. -ames Jay lor, [SEAL] Signed, Sealed and Delivered in Presence of Malel K. Ing Cort. (uge Blair [SEAL.] [SEAL.] STATE OF KANSAS, aunty of Varglas BE IT REMEMBERED, That on this First day of Occoler A. D. 190%, before me Ouge Blair a Notary Public in and for said County and State, came formes of Jaylor and Malel M. Jaylord 20000 tus with 1 to me personally known to be the same person Swho 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. Lugh Slaw Notary Public. Dec, 1922 My Commission Expires A. D. 1907, at 3 o'clock (. M. day of Bet. Filed for Record the Cell Cruch Strang - Register of Deeds. By Else Cursh Its ord , Deputy.