

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 18<sup>th</sup> day of November in the year of our Lord, Thirteen hundred  
and seven (1907) between C. E. Stephens and W. L. Stephens  
husband and wife of Kansas in the County of  
Douglas and State of Kansas, of the first part, and  
W. F. Corkill of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two thousand five hundred (2500) 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 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 East half 2 of the South west Quarter (1/4)  
of Section Thirty three (33) Township Fourteen (14)  
Range Twenty (20) County and state aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties 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  
Twenty five hundred (2500)  
according to the terms of One certain Note this day executed  
and delivered by the said C. E. Stephens and W. L. Stephens to the said part of of the second part  
for \$2500, due two years after date, and drawing interest at  
the rate of six 1/2 per annum from date, interest payable semi  
annually on the 18<sup>th</sup> days of May and Nov. in each year

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 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 W. F. Corkill - his  
heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

C. E. Stephens [SEAL.]  
W. L. Stephens [SEAL.]  
[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of Nov. A. D. 1907, before me

W. B. Branstetter a Notary Public in and for said County and State, came  
C. E. Stephens and W. L. Stephens  
husband and 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 Nov. 19 - 1910

W. B. Branstetter Notary Public.

Filed for Record the 26 day of Nov. A. D. 1907, at 9 o'clock A.M.

W. B. Branstetter Register of Deeds.  
W. F. Corkill Deputy.

Recorded Aug 12 1907  
Thos. Lawrence  
Register of Deeds.

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