

MORTGAGE RECORD No. 43.

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MORTGAGE Standard Form. Lumber, etc. Printers, Binders and Blank Book Makers. Lawrence, Kan.

This Indenture, Made this 7th day of December in the year of our Lord, Thirteen hundred and seven (1907), between Eva C. Craycroft and Rella P. her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and George H. Rubin of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand (\$1,000.00) and 210/100 Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party 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: Beginning at the South west corner of the South East Quarter 4 Section Thirteen (13) Township Thirteen (13) Range Twenty (20) E of 6th P.M. thence east 58 rods; thence north 27 rods 5 1/2 feet; thence west 58 1/2 rods; thence south to the Blue beginning - 10 acres. Also Beginning at a point 151 1/2 feet East of the South west corner of said South East Quarter 4 Sec. 13 - Tp. 13, R. 20; thence north 45 1/2 feet; thence East 58 1/2 rods; thence South 75 1/2 feet; thence West 58 1/2 rods to the place of beginning - one acre.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Eva C. Craycroft & Rella P. her husband 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 One Thousand dollars. according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said party of the second part in five years from date, with interest at 6% per annum payable semi-annually with the privilege of paying \$10,000 or more at any interest paying date.

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 party 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 Eva C. Craycroft heirs and assigns.

IN WITNESS WHEREOF, The said party 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 Eva C. Craycroft. [SEAL.]
Rella P. Craycroft. [SEAL.]

STATE OF KANSAS, } ss.
County of Douglas }
BE IT REMEMBERED, That on this 7th day of December A. D. 1907, before me Frank E. Banks a Notary Public in and for said County and State, came Eva C. Craycroft and Rella P. 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 Nov. 8th 1910 Frank E. Banks. Notary Public.

Filed for Record the 7th day of Dec A. D. 1907, at 7¹² o'clock P. M.
Alb. Armstrong Register of Deeds.
By Elsie E. Armstrong, Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. At witness my hand this 7th day of December A. D. 1907.
George H. Rubin

Recorded April 23 1913
Frank E. Banks
Register of Deeds.