

MORTGAGE RECORD No. 43.

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

This Indenture, Made this Twelfth day of December in the year of our Lord, one thousand nine hundred and seven between W. W. Ware and Sati C. Ware wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and And Lillian L. Ware of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Three hundred 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 party of the second part her 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 east quarter of the north east quarter of section no thirteen (13) also commencing at the north east corner of the south east quarter of northwest quarter of said section no thirteen (13) Thence South Forty (40) Rods thence west eighty (80) rods, thence north Fifty (50) Rods thence East Eighty (80) Rods to place of beginning all being in the east half of N.W. Fraction of section No. thirteen (13) T.P. No. 12 south of Range No thirteen (13) east of the sixth Principal Meridian Kansas. Containing sixty (60) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Lillian L. Ware 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 except a mortgage of three hundred dollars held by the Merchants National Bank.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars as a second mortgage. according to the terms of one certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part Lillian L. Ware.

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, her 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 Parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
W. W. Ware (SEAL.)
Sati C. Ware (SEAL.)
J. M. Spencer (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 12th day of December A. D. 1907, before me John M. Spencer a Notary Public in and for said County and State, came W. W. Ware and Sati C. Ware 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 Sept. 15th 1908 John M. Spencer Notary Public.

Filed for Record the 12 day of Dec, A. D. 1907, at 4 o'clock P. M.
AW Armstrong Register of Deeds.
By Sati C. Armstrong Deputy.

This note being described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand this twelfth day of December, A. D. 1911.

Recorded July 4th 1916
Wm J. Lawrence
Register of Deeds.

This note being described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand this twelfth day of December, A. D. 1911.

Recorded Nov. 10th 1907
Wm J. Lawrence