

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this 19<sup>th</sup> day of December in the year of our Lord, thirteen hundred and Seven, between Charles Southard & Ada Southard his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Charles H. Baker of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Four 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 part 2<sup>d</sup> of the second part 4<sup>th</sup> 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 east quarter of the South East quarter of Section number One (1) Township number Fourteen (14) Range number nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Charles Southard & Ada Southard 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

\$ 400.00 according to the terms of Four certain notes this day executed and delivered by the said Charles Southard & Ada Southard to the said part 4<sup>th</sup> of the second part

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 4<sup>th</sup> 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said Charles H. Baker his heirs and assigns.

IN WITNESS WHEREOF, The said part 4<sup>th</sup> 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

Charles Southard [SEAL]

Ada Southard [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of December A. D. 1907, before me:

J. H. Mitchell a Notary Public in and for said County and State, came: Charles Southard and Ada Southard his 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 January 15, 1911

J. H. Mitchell Notary Public.

Filed for Record the 19<sup>th</sup> day of Dec. A. D. 1907, at 2<sup>45</sup> o'clock P. M.

W. C. Armstrong Register of Deeds.  
By Eric C. 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 parties thereto are discharged.  
 At witness my hand this nineteenth day of December A.D. 1911  
 Charles H. Baker

Recorded July 9, 1911  
 Lloyd L. Lawrence  
 Register of Deeds

The following is endorsed on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released and the parties thereto are discharged. As witness my hand this 27<sup>th</sup> day of February A.D. 1912  
 Eric C. Armstrong

Recorded May 31, 1911  
 Eric C. Armstrong