

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL OF THE PLAIN, HINDERS AND HARK BOOK MAKERS, KANSAS, 1890.

This Indenture, Made this Twelfth day of February in the year of our Lord, Thirteen hundred and Eight, between John F. Beck and Luella B. Beck, his wife of Willow Springs in the County of Douglas and State of Kansas, of the first part, and

E. F. Sutton of the same place of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Seven 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 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 South East Quarter of the North east quarter of section no. Three (3) in the north half, less two and one half (2 1/2) acres Cemetery in the north east corner thereof of said North east Quarter of said section No. Three (3) of the North east quarter of the North west quarter of said section No. Three (3) all in Township No. Fifteen (15) Range No. Thirteen (13) Also Beginning forty four (44) rods east of the south west corner of the South east Quarter of section No. Thirty four (34) in Township No. Fourteen (14) Range No. Thirteen (13) thence run North Thirteen (13) rods, thence east thirty six (36) rods thence north one (1) rod, thence east eighty (80) rods to the east line of said quarter section, thence south twenty rods to the South east corner of said quarter section, thence west on the south line of said quarter section to the place of Beginning, Containing 15 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

Parties of the first part 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. Except one mortgage of \$2500.00 in force which Schlegel of Wendate herewith to which this mortgage is subject.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty hundred dollars according to the terms of one certain note of payment this day executed

and delivered by the said parties of the first part to the said party of the second part due and payable three years after date with interest at five per cent per annum payable annually.

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 part making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 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

John F. Beck. [SEAL]
Luella B. Beck. [SEAL]
[SEAL]

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED: That on this 12 day of February A. D. 1908, before me

Joseph E. Riggs Notary Public and for said County and State, came John F. Beck and Luella B. Beck, 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 Mar. 29 1909

Joseph E. Riggs. Notary Public.

Filed for Record the 15 day of Feb. A. D. 1908, at 5 o'clock P. M.

W. L. Armstrong Register of Deeds.
By Esie C. Armstrong Deputy.

This mortgage is endorsed on the original instrument. The said parties described herein have acknowledged and the same is hereby released and the same is hereby created discharged. Attest my hand this 29th day of February, A. D. 1908.

C. O. Jensen, Clerk.

Registered March 31 1911
Register of Deeds.

This note herein described having been paid in full this mortgage is hereby released and the same is hereby created discharged. Attest my hand this 29th day of February, A. D. 1908.
Recorded March 11 1910
Floyd L. Lawrence