

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal, Deed, Printer, Binder and Blank Book Makers Lawrence Kan.

This Indenture, Made this 14th day of February in the year of our Lord, one thousand
one hundred & eight between Eddison P. Forth and Anna E. Forth of

Douglas and State of Kansas, of the first part, and

J. P. Hart of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Thirty One Hundred & 70⁰⁰ 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^d 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 half of the South West Quarter (1/4) of
Section Three (3) and the north one fourth (1/4) of the
North west quarter, (1/4) of Section Ten (10) all in
Township Fifteen (15) of Range Eighteen (18)
East of the 6th P. M. and being 120 acres more or
less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Eddison P. Forth and Anna E. Forth 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

Thirty one Hundred & 70⁰⁰

according to the terms of one certain promissory this day executed
 and delivered by the said J. P. Hart to the said parties of the second part

said note, of even date herewith, and due in five years
with interest at 6% per annum payable annually, divided
to pay \$100⁰⁰ or more at any interest payment.

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 2^d 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the
 overplus, if any there be, shall be paid by the part 2^d making such sale, on demand, to said Eddison P. Forth and
Anna E. Forth, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Eddison P. Forth [SEAL]
Anna E. Forth [SEAL]
 [SEAL]

STATE OF KANSAS,

County of Osage ss.

BE IT REMEMBERED, That on this 14th day of February A. D. 1908, before me

Eddison P. Forth and Anna E. Forth 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 23 June 1911

J. A. Kesler Notary Public.

Filed for Record the 17th day of Feb. A. D. 1908, at 11³⁵ o'clock A. M.

W. Armstrong Register of Deeds.
By Elsie E. Armstrong Deputy.

The following is enclosed on the original instrument.
 The within Mortgage having been paid in full, it is
 hereby released on this the original instrument this 16th
 day of January A.D. 1918. J. P. Hart

Feb 6 1918
 Estelle D. Northrup
 Register of Deeds

For Assignment See Book 57-Page 67

The within Mortgage having been paid in full, it is hereby released on this the original instrument this 16th day of January A.D. 1918. J. P. Hart
 Recorded April 1 1908
 J. A. Kesler