

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

This Indenture, Made this 17 day of February in the year of our Lord, one thousand nine hundred and eight between E. P. Forth and Anna E. Forth of Douglas and State of Kansas, of the first part, and

Henry Baker of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred & 00/100 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 of the second part 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 (1/2) of the South East Quarter (1/4) of section three (3) in Township Fifteen (15) of Range Eighteen (18) East of the 6th P.M.

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

Five Hundred & 00/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said E. P. Forth & Anna E. Forth to the said part of the second part said note of even date herewith and due six (6) years from date at 4% interest 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 part of the second part, less 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 making such sale, on demand, to said E. P. Forth and Anna E. Forth heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

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

STATE OF KANSAS,

County of Osage ss.

BE IT REMEMBERED, That on this 17th day of February A. D. 1908, before me

E. P. Forth and Anna E. Forth, his wife a Notary Public in and for said County and State, came 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 23rd June 1911.

J. A. Kesler -
Notary Public.

Filed for Record the 17 day of Feb A. D. 1908, at 12 o'clock M.

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

The parties herein are not in the habit of having their signatures witnessed by a Notary Public, and the same are hereby acknowledged.

The within mortgage being in full of the debt referred to in the original instrument, this, 1st day of April 1908, I, Notary Public, have signed and sealed this instrument, and have caused the same to be recorded in the office of the Register of Deeds, in the County of Osage, State of Kansas, and have caused the same to be indexed in the index of mortgages in said County.

Recorded April 1, 1908
J. A. Kesler
Notary Public
(For Assignment &c. See Page 44, Page 446)