

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BURLINGTON AND BURLINGTON, IOWA, U.S.A.

This Indenture, Made this 17th day of March in the year of our Lord One Thousand Nine Hundred and Eight, between William H. Bohnsack and Anna Bohnsack his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and

J. N. Kraybill of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 y 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:

Lots number Four (4) and Five (5) in Block number Two Hundred and Three (203) in the city of Eudora.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William H. Bohnsack & Anna Bohnsack 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 Dollars, according to the terms of one certain promissory note, this day executed and delivered by the said William H. Bohnsack & Anna Bohnsack to the said part y of the second part payable Three years from date with interest at the rate of 6 per cent per annum from date. Interest payable semi 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 y 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 party making such sale, on demand, to said William H. Bohnsack and Anna Bohnsack, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of William H. Bohnsack, [SEAL.]
Anna Bohnsack, [SEAL.]
[SEAL.]

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 17th day of March A. D. 1908, before me C. F. Richards, a Notary Public in and for said County and State, came William H. Bohnsack and Anna Bohnsack 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 April 4, 1910. C. F. Richards Notary Public.

Filed for Record the 17th day of March A. D. 1908, at 2⁰⁰ o'clock P. M.
W. E. Armstrong Register of Deeds.
E. E. Armstrong Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 17th day of March, A. D. 1908.
Andrew J. Smith

Recorded March 21-1908
W. E. Armstrong
Register of Deeds.