## MORTGAGE RECORD No. 43.

ORTGAGE Standard Form. JOURNAL, Co., Printers, Binders and Blank Rook Makers, Lawrence, Kan. This Indenture. Made this Collents day of March in the year of our Lord, annelecu Lundred and Eight , between Eliza & Bates and U. H. Bates. of gurence in the County of and State of Kansas, of the first part, and Cliver P. Barlier and Vinalas amahella F. Barber of the second part: Witnesseth, That the said part (2. of the first part, in consideration of the sum of Thisteen hundred. to Zam\_ duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sgrant, bargain, sell and mortgage to the said part woof the second partluin ... 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: and State of Kansas described as 10100%, to with the Rection - number twelve (R) Townships Thirtun U3) South of Range Eighter (A) East of the Siptle Principal Meridian with all the appurtenances, and all the estate, title and interest of the said part the first part therein. And the said ..... e.o Eliza E. Bales and W. H. Bates \_\_\_\_\_ do E hereby covenant and agree that at the delivery hereof they are the lawful owner for the premises, above granted, and seized of a good and indefeasible C? estate of inheritance therein, free and clear of all incumbrances exec it a mortgage of Twenty Two hundred dollars, which we have assured and agree to pay This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred dollars Oliver P. Burber and arrabella P. Barber, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such paymeut, 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 42 of the second part fluit executors, administrators and assigns, at 3 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 The 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 12making such sale, on demand, to said Ely'a C. Bates & W. H. Bates heirs and assigns. IN WITNESS WHEREOF, The said partice of the first part have hereunto set their hand and seal Sthe day and year first above written Elna &. Bates ISEAL. Signed, Scaled and Delivered in Presence of [SEAL.] [SEAL.] STATE OF KANSAS. Douglas County 18th day of March A. D. 19 , before me BE IT REMEMBERED, That on this John U. a Notary-Public in and for said County and State, came Eliza C. 100 ..... 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 ear last above written. John W. Beard - Notary Public. My Commission Expires Welder 26 19/1 Filed for Record the 20 - day of Man A. D. 1908, at 2 - o'clock Q. M. all, armstrong ' Register of Deeds. By Elsie & Amstrong ' Deening.

634

gortinge is hereby released and i this in full, hand d owing is endorsed or virg been puid it As witness my 1 described hav discharged.

12.635