

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form - (PUBLISHED BY THE AMERICAN LEXIS, INC., CHICAGO, ILL.)

This Indenture, Made this Sixth day of March in the year of our Lord, 1908, between Esther A. Barnum, widow of Lawrence in the County of Douglas and State of Kansas, of the first part, and

J. D. Williamson of the second part: Witnesseth, That the said part 4 of the first part, in consideration of the sum of Three hundred fourteen and 100/100 Dollars, to her duly paid, the receipt of which is hereby acknowledged, ha 2 sold, and by these presents do es grant, bargain, sell and mortgage to the said part 4 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:

Begin twenty (20) rods East and twenty (20) Rods North of the South West Corner of the North West Quarter (1/4) of the South West Quarter (1/4) of Sec. 28, T. 12, R. 20; thence East twelve (12) Rods, North twenty (20) Rods, West twelve (12) Rods, South twenty (20) Rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said Esther A. Barnum do 2 hereby covenant and agree that at the delivery hereof she is 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 \$ 314 00 according to the terms of note certain note this day executed and delivered by the said Esther A. Barnum to the said party 4 of the second part

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 4 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 Esther A. Barnum heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part ha 2 hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Esther A. Barnum [SEAL.]
[SEAL.]
[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 6 day of March A. D. 1908, before me

R. E. Melvin a Notary Public in and for said County and State, came Esther A. Barnum, widow,

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 5 - 1910

R. E. Melvin
Notary Public.

Filed for Record the 24 day of March A. D. 1908, at 5 o'clock P. M.

W. Armstrong Register of Deeds.
By Elmer C. Armstrong Deputy.

(For release see Book 47-475)

This instrument is subject to the provisions of the Act of March 1, 1908, relating to the recording of mortgages, and the provisions of the Act of March 1, 1908, relating to the recording of mortgages, and the provisions of the Act of March 1, 1908, relating to the recording of mortgages.

Recorded April 20th 1912