

This Indenture, Made this 25th, day of April, in the year of our Lord, one thousand nine hundred and Seven, between Theophil Humbert a single man of Palmyra Twp. in the County of Douglas and State of Kansas, of the first part, and Effie Scott of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Eight Hundred Fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part her 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 North East Quarter of Section No. Thirty Two (32) Township Fourteen (14) South of Range Twenty One (21) East of the 6th, principal Meridian Containing One Hundred Sixty (160) Acres More or less, with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he 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 encumbrances save a first Mtg. for \$2150.00 This Grant, is intended as a Mortgage to secure the payment of the sum of Eight Hundred Fifty Dollars, according to the terms of one certain Coupon Bond this day executed by the ~~first~~ <sup>said</sup> party of the first part to the said party of the second part payable five years after date with Int. at 6% per annum payable semi-annually with the privilege of paying \$100.00 or any multiple thereof at any interest payment. And this conveyance shall be void if such payment be made as is here in specified. But if default be made in such payment, or any part thereof or interest thereon or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable; and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the over plus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part his heirs and assigns. In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Theophil Humbert. (seal)

State of Kansas, County of Franklin, SS:

Be It Remembered, That on this 25th, day of April A. D. 1907, before me, a Notary Public in and for said County and State, came Theophil Humbert a single man to me personally known to be the same person who executed the foregoing instrument

*The following is enclosed on the original instrument  
The Mother Mortgage having been paid in full, it is hereby  
returned on this the original instrument, this 5 day of April 1910.*

*Effie Scott*

*Recorded April 7 1910  
Hoyd L. Lawrence  
Register of Deeds.*