

MORTGAGE RECORD No. 45.

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MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25 day of May in the year of our Lord one thousand nine hundred & eight, between D. H. Good & Susanna Good, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Peoples State Bank of Lawrence, Kansas. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six thousand 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 4 of the second part its 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 west quarter of the North east quarter, and the East sixty acres of the North half of the North west quarter of Section Nine (9) Township Thirteen (13) Range Twenty One (21) and Seventeen acres in the Southeast corner of the South west quarter of Section Four (4) Township Thirteen (13) - Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said D. H. Good and wife do hereby covenant and agree that at the delivery hereof they are 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 Six thousand dollars (\$6000.00) according to the terms of one certain promissory note this day executed and delivered by the said D. H. Good & wife payable to the order of Peoples State Bank of Lawrence, Kansas. to the said part 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, its 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 part 2 making such sale, on demand, to said D. H. Good & Susanna Good heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written. in the year of our Lord nineteen hundred and eight,

Signed, Sealed and Delivered in presence of E. E. Wilson D. H. Good Susanna Good [SEAL] [SEAL] [SEAL]

STATE OF KANSAS.

County of Douglas ss.

BE IT REMEMBERED, That on this 25 day of May A. D. 1908, before me,

Henry Abels a Notary Public in and for said County and State, came D. H. Good and Susanna Good, 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 Sept - 23 - 1911 Henry Abels Notary Public.

Filed for Record the 29 day of May A. D. 1908, at 10 o'clock A. M.

Ellis A. Armstrong Register of Deeds.
By Ellis A. Armstrong Deputy.

The following is explained on the original instrument: This mortgage is made in accordance with the provisions of the mortgage law of the State of Kansas, and the time for recording is hereby extended to the day of the month of May, 1908, at the County of Douglas, State of Kansas. Witness my hand and seal this 31st day of May, 1908. E. E. Wilson, Register of Deeds.