

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 16<sup>th</sup> day of June in the year of our Lord thirteen  
hundred and Eighty, between A. R. Ramsey and Elizabeth  
Ramsey, his wife, & J. C. Ramsey & Charlotte Ramsey of Douglas in the County of  
Douglas and State of Kansas, of the first part, and  
Esther A. Simmons of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four 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 y 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: All that part of the North East

fractional quarter of Section number Four (4) in Township  
number Fourteen (14) South of Range number  
Twenty (20) East of the 6<sup>th</sup> P.M. lying West of the Right of Way of the Southern  
Kansas Railroad. And also that part of the north west fractional quarter of  
Section number Four (4) in Township number Fourteen (14) South of Range number  
Twenty (20) East, lying East of the Public Road running through said land.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Parties of the first part 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

Four Thousand Dollars  
 according to the terms of One certain Note this day executed

and delivered by the said Parties of the first part to the said part y of the second part  
Payable four years from 1<sup>st</sup> of Jan. 1908, with interest thereon at 6% from and  
1<sup>st</sup> of Jan. 1908 according to terms of said note & coupons attached.

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, her 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 y making such sale, on demand, to said Parties of the first part their  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Hugh Blair

A. R. Ramsey [SEAL]  
Elizabeth Ramsey [SEAL]  
J. C. Ramsey [SEAL]  
Charlotte Ramsey [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of June A. D. 1908, before me,

Hugh Blair a Notary Public in and for said County and State, came  
A. R. Ramsey & Elizabeth Ramsey his wife, & J. C. Ramsey  
& Charlotte Ramsey 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 28<sup>th</sup> Dec. 1909

Hugh Blair Notary Public.

Filed for Record the 20 day of June A. D. 1908, at 1<sup>15</sup> o'clock P. M.

Will. Armstrong Register of Deeds.  
By Elsie E. Armstrong Deputy.

The following is enclosed in the original instrument  
 the notary herein required having been furnished with this mortgage in ready  
 referred and the same hereby executed discharged as between my client  
 June 7<sup>th</sup> 1908 day of April 1908  
 Ester A. Simmons

Recorded April 7 1909  
 Floyd L. Lawrence  
 Register of Deeds

The following is appended to the original instrument  
 The note herein described, showing they paid for full, this mortgage  
 is hereby released, and the land hereby created discharged as witnesses  
 Recorded August 2 1909  
 Floyd L. Lawrence  
 Register of Deeds