

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1 day of July in the year of our Lord one thousand eight hundred and eight, between L. D. Harris and Mary Harris his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and R. Ellen Hill of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fourteen hundred 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 2d 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 East half of the south east quarter of section Twenty (20) Township Thirteen (13) Range Twenty-one (21) East.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said L. D. Harris & Mary Harris 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 Fourteen hundred dollars according to the terms of one certain promissory note this day executed

and delivered by the said L. D. Harris & Mary Harris to the said part 2d of the second part of the said note. L. D. Harris & Mary Harris do hereby covenant and agree that 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. at six percent per annum, after date until paid, interest payable semi-annually 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 2d 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 2d making such sale, on demand, to said parties of the first part or their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

C. A. Hill

L. D. Harris [SEAL]

Mary Harris [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3d day of July A. D. 1908, before me,

Charles A. Hill a Notary Public in and for said County and State, came

L. D. Harris and Mary Harris

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 Jan. 17 - 1912

Charles A. Hill Notary Public.

Filed for Record the 6 day of July A. D. 1908, at 8 o'clock A. M.

Al. Armstrong Register of Deeds.
By E. C. Armstrong Deputy.

The following is performed on this mortgage is hereby released and the lien hereby created discharged. At witness my hand and seal of office this 3d day of July A. D. 1908.

Recorded July 14 1908
H. H. Hill
Register of Deeds