

MORTGAGE RECORD No. 45.

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This Indenture, Made this Twenty fifth day of July in the year of our Lord Thirteen hundred and eight, between James H. Dean & Mary C. Dean his wife of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Hundred (\$1300.) 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 _____ 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 South West quarter of Section No. 28; also the following: (Begin at the South west corner of the north half of the south half of the north west cor. of said Section No. 28 thence north 80° 3' E. 83 chains to a stone in the Clinton Road thence south 85° 2' E. 4.39 chains, thence north 80° 3' E. 4.175 chains to a stake, thence South 74° E. 6.535 chains, thence south 80° 3' W. 40 chains, thence North 74° 4' W. 10.035 chains beginning, then begin on the east line of the southeast quarter of Section No. 28, at a point where the road line intersects the center of the Lawrence & Emporia State Road thence South 85° 3' E. 60 more or less to a point 3 1/2 miles South of the south line found gr. sec. thence west 20 rods; thence South 74° 4' W. 40 more or less to the center of said road thence westerly along the center of said road to place of beginning, except 40ths of an acre more or less in the South West corner thereof conveyed to A. J. Bailey by deed recorded in Book "C" of Deeds, at Page 34; All of above described land being in Township No. 13, South, Range No. 18, East, Subject to a Prior mortgage of \$5000 to the Collateral Trust Life Insurance Company, dated June 25th 1908, with all the appurtenances, and all the estate, title and interest of the said part _____ of the first part therein. And the said

James H. Dean & Mary C. Dean 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 except as above noted & that they will warrant & defend the same in the quiet & peaceable possession of said second party, her heirs and assigns forever against the lawful claims. This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred Dollars

according to the terms of one certain mortgage this day executed and delivered by the said Parties of the first part to the said part _____ of the second part due in five years from date with interest as evidenced by coupons attached thereto.

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

IN WITNESS WHEREOF, The said part _____ 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 James H. Dean [SEAL] Mary C. Dean [SEAL]

STATE OF KANSAS, }
County of Douglas } ss.
BE IT REMEMBERED, That on this 29th day of July A. D. 1908, before me, the undersigned a Notary Public in and for said County and State, came James H. Dean and Mary C. Dean his wife to me personally known to be the same persons 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. Dec. 13 1908 My Commission Expires Wm T. Sinclair Notary Public.

Filed for Record the 10 day of Aug. A. D. 1908, at 3²⁵ o'clock P. M. Wm T. Sinclair Register of Deeds. By Elsie C. Armstrong Deputy.

This mortgage is recorded on the original instrument. The note hereby described having been paid in full, this mortgage is hereby released and discharged. All witnesses my hand this 29th day of July A. D. 1908.

Recorded April 6, 1912
I, John T. Brown, Register