MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gasette Co., Printers, Binders and Blank Book Nakers, Lawrence, Kan. This, Indenture, Made the Frantautle day of December _ in the year of our Lord mineter undred and eight , betweenof Salura in the County of 11. Nilbee Fannis and State of Kansas, of the first part, and William N. Wells of the second part: ualas Counte - Nausas. Witnesseth, That the said part 4_of the first part, in consideration of the sum of DOLLARS Ofwelve hundred to July paid, the receipt of which is hereby acknowledged, has sold, and by these presents do S_grant, bargain, sell and mortgage to the said part 4_of the second part 610 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: Beginning at the U. W. get & Sec. 5 Touse 13 South of No. 20 Cast of the 6" P. M. Thence with on the west time of said G. Section I drains and 17 links, thence east 15 chaines 35 links There Month ? chains 11 Cuiles to the north line & saw Thence west is chains 35 links to the place of begins Bacus more re less. with all the appurtenances, and all the estate, title and interest of the said part 1/____of the first part therein. And the said___ Farme M. Nibbee does hereby covenant and agree that the lawful owner of the premises, above granted, and seized of a good and indefeasible at the delivery hereof that she is 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 Twelve Hundred Dollars. __certain_ ______ molo ____this day executed_ according to the terms of _____ and delivered by the said Farmer Millee _____to the said part_y__of the second part William N. Wells. 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, and payable, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part the eof, 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 Junie M. Nillee re her heirs and assigns. IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set Lez hand and seal the day and year first above written. Jamie M. Nilbec. [SEAL] Signed, Scaled and Delivered in presence of U. R. Niddec. [SEAL] [SEAL] STATE OF KANSAS, Douglas County A. D. Vee, before me, BE IT REMEMBERED, What on thiseventer a Notary Public, in and for said County and State, came John W. Ic Allebec her husband Farmie M. 1' chec 1. 1.8.) person who executed the foregoing instrument and duly acknowledged the execution of the same IN WITNESS WITNERS OF A statement and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official scal on the day and year last above written. John W, Beard Notary Public. My Commission Expires October 26 - 1911 A. D. 1900, at 10 20 o'clock C.M. _day of_Voc Filed for Record the ______ all (crustioned 1_ Register of Deede. By Claice. antrong .___ Deputy.

Recorded.

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