

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 19th day of December in the year of our Lord, nineteen hundred
and eight, between C. B. Sanders and Nellie Sanders
his wife of _____ in the County 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 Twenty Six 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 party 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: T & J. H. Wilson (31) Township

and State of Kansas, described as follows, to-wit:

The South-east quarter of section thirty-one (31) Township
thirteen (13) Range nineteen (19), less six acres south of the
public road.

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they were the lawful owner^s 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

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
due on or before five years after date bearing interest at 5% per annum payable
on the first day of February in each year.

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 party 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 party making such sale, on demand, to said *heirs of the said first part* heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. B. Sanders. [SEAL]

Hellie Sanders. [SEAL]

[SEAL]

STATE OF KANSAS,

Gloucester County. } SS

BE IT REMEMBERED, That on this 29th day of December A. D. 1905, before me,

LOUIS H. GRIFFITH a Justice of the Peace a Notary Public in and for said County and State, came
 C. B. Sanders and Nellie Sanders.

_____ 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 _____ 1 _____

Louis L. Griffith

Filed for Record the 24th day of Dec. A. D. 1925, at 3⁵⁵ o'clock P. M.

Wm. Brewster

B. Elsie E. Anderson, Deputy.

(For Assignment - See Bk. 47 Pg. 148)

(For Release see Book 51 Page 344.)

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Recorded January 25 1913