

# MORTGAGE RECORD No. 45.

201

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

This Indenture, Made this 10<sup>th</sup> day of February in the year of our Lord one thousand nine hundred and nine between Lucie E. Mignot a single woman Lucien B. Mignot & Clara C. Mignot his wife of Latmyra Prop. in the County of Douglas and State of Kansas, of the first part, and The Wellsville Bank of Wellsville Kansas of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Three 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 second of the second part its successors 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 North Twenty Four (24) acres of the North East quarter of Section Nine (9) in Township Fifteen (15) South of Range Twenty One (21) East.

with all the appurtenances, and all the estate, title and interest of the said part first 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars according to the terms of no certain Coupon note this day executed and delivered by the said parties of the first part to the said part second of the second part

payable Five years after date with Int. @ six per cent per annum payable semi-annually with the privilege of paying \$100.00 or any multiple thereof at any interest payment 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 may become due and payable at the option of the lender and it shall be lawful for the said part second of the second part, its 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 sale to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part - their heirs and assigns.

IN WITNESS WHEREOF, The said part first 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  
Lucie E. Mignot. [SEAL]  
Lucien B. Mignot. [SEAL]  
Clara C. Mignot. [SEAL]

STATE OF KANSAS,  
County of Franklin } ss.  
BE IT REMEMBERED, That on this 13<sup>th</sup> day of Feb. A. D. 1909, before me,

283 Lucie E. Mignot (single) Lucien B. Mignot & Clara C. Mignot 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 April - 11 - 1911 J. F. Preshaw. Notary Public.

Filed for Record the 15<sup>th</sup> day of February, A. D. 1909, at 9<sup>00</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

The following is a copy of the original mortgage instrument as recorded in the County of Douglas, Kansas, on the 12th day of February, 1909, and is hereby released on the original instrument, this 12th day of February, 1909.  
 J. F. Preshaw, Notary Public.

Recorded Jan. 12, 1910  
 Floyd L. Lawrence  
 Register of Deeds.