

MORTGAGE RECORD No. 45.

209

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

This Indenture, Made this sixteenth day of February in the year of our Lord one thousand and nine hundred and between Emma L. Wright and Charles A. Wright, wife and husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and B. Fairchild of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred and 00/100 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 his 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 Northwest Quarter of Section One (1) Township
Fourteen (14) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Emma L. Wright and Charles A. Wright 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 indefensible 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 Five Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Emma L. Wright and Charles A. Wright to the said party of the second part.

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, his 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 parties of the first part, or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Emma L. Wright [SEAL]
Charles A. Wright [SEAL]
[SEAL]

STATE OF KANSAS,

Osage County } ss.

WE IT REMEMBERED, that on this 17th day of Feb. A. D. 1909, before me,

D. S. Fairchild a Notary Public in and for said County and State, came

E. L. Wright

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 Dec. 7th 1911

D. S. Fairchild Notary Public.

Filed for Record the 20 day of Feb. A. D. 1909, at 10 o'clock A. M.

J. Lloyd Lawrence Register of Deeds.
Deputy.

State of Kansas, Douglas County, ss.: I, B. Fairchild, Notary Public, do hereby certify that on the 17th day of February, A. D. 1909, before me, one of the Notary Publics in and for said County and State, came personally known to me the said parties of the first part, Emma L. Wright and Charles A. Wright, wife and husband, 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 first above written.

Recorded Nov 21 1909 at the office of the Register of Deeds, Douglas County, Kansas. This mortgage was duly recorded and the same is hereby acknowledged by the parties thereto.