

# MORTGAGE RECORD No. 45.

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

This Indenture, Made this 26 day of February in the year of our Lord 1912  
hundred and ninth, between Almond R. Shumway & Altha J. Shumway of Douglas in the County of Douglas and State of Kansas, of the first part, and John Shuman of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven 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 2d 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 South West Quarter (S.W.) Section Two (2) Township fifteen (15) South of Range Twenty (20) East of Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Almond R. Shumway & Altha J. Shumway do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Seven Thousand according to the terms of three certain notes this day executed and delivered by the said Almond R. Shumway & Altha J. Shumway to the said part 2d of the second part \$1000 payable in 1 year; \$1000 payable in 2 years & \$500 payable in five years all bearing 6% int. payable annually

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 2d 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 part 2d making such sale, on demand, to said Almond R. Shumway & Altha J. Shumway his heirs and assigns.

IN WITNESS WHEREOF, The said parties 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 Almond R. Shumway [SEAL] Altha J. Shumway [SEAL]

## STATE OF KANSAS.

Marshall County ss.

BE IT REMEMBERED, That on this 26 day of March, A. D. 1912, before me,

H. A. Kohn a Notary Public in and for said County and State, came Almond R. Shumway and Altha J. Shumway 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 Dec. 7th 1912 H. A. Kohn Notary Public.

Filed for Record the 4 day of March, A. D. 1912, at 9 o'clock A M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

The following is endorsed on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. At witness my hand and seal this day of March, A. D. 1912.

Recorded March 3 1912

Floyd L. Lawrence  
 Register of Deeds.

For assignment see Book 47 Page 372