

MORTGAGE RECORD No. 45.

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

This Indenture, Made this first day of March in the year of our Lord nineteen
hundred nine, between C. C. Pearcy and Mary A. (his wife)

of Douglas in the County of Douglas and State of Kansas, of the first part, and C. V. Darrow of the second part:

Witnesseth, That the said part all of the first part, in consideration of the sum of Twenty six Hundred and no/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 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:

The West one half (1/2) of South East quarter of Section fifteen (15) Township fourteen (14) Range Nineteen (19), Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said C. C. Pearcy and Mary A. (his wife) do hereby covenant and agree that at the delivery hereof if 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 Parties of the first part agree to make improvements to the amount of one thousand dollars within twelve months from date hereof This Grant is intended as a Mortgage to secure the payment of the sum of \$3600.00

according to the terms of one certain note this day executed and delivered by the said C. C. Pearcy and Mary A. (his wife) to the said part 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 part 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 part of making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. C. Pearcy [SEAL]
Mary A. Pearcy [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of March A. D. 1909, before me, Geoff Kuhns a Notary Public in and for said County and State, came C. C. Pearcy and Mary A. Pearcy 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 July 25 1910

Geoff Kuhns Notary Public.

Filed for Record the 16 day of April A. D. 1909, at 11:30 o'clock A. M.

Floyd L Lawrence Register of Deeds.
Deputy.

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds for Douglas County, Kansas, on the 16th day of April, 1909, at 11:30 o'clock A.M.

Recorded March 31 1910
 Floyd L Lawrence
 Register of Deeds

(For assignment see Book 5 Page 425)

Recorded April 15 1914
 71-2-80