MORTGAGE RECORD No. 45.

270MORTGAGE STANDARD FORM. Gazetie Co., Printers, Binders and Blank Book Makers, Lawrence. Kan This Indenture, Made this 22 ad day of March in the year of our Lord Neve ten Lundred "I tune 1909, between E.E. Nie for "und to llow & drefer Disvitor in the County of Douglas and State of Kansas, of the first part, and_____ Witnesseth. That the said particle of the first part, in consideration of the sum of Liften Nundred "10" 100 \$1500 ° _____of the second part: to them duly paid, the receipt of which is hereby acknowledged, ha Lesold, and by these presents do ____grant, bargain, sell and mortgage to the said part y of the second part 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 Sigty (60) acres of the East Half (1) of the South East? furter of Section Twenty Thine (29) Township Twelves (12) Aunge Mineter (19) East of 6 th O.M. with all the appurtenances, and all the estate, title and interest of the said part Medof the first part therein. And the said_ B. G. Miefer and Cllew J. Niefer, his wefe do hereby covenant and agree that at the delivery hereof they are the lawful owner S of the premises, above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances subject to Uncon Contral Life themane Co's Martyuge of 500; recorded in Martgage Book 44 Jage 116 to 118 - This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars note Ler Fil Eller J. Miefer free new for to the said part of the second part according to the terms of. and delivered by the said to secure payment of said sum five years after date, with the privilege of paying \$100 or more of said forma parties any interest 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 Hof the second part, Kie 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 shares of making such sales, and the overplus, if any there be, shall be paid by the part I making such sale, on demand, to said 6.6.111efee her. heirs and assigns. rs and assigns. IN WITNESS WHEREOF, The said part 22 of the first part had hereunto set. This hand y and seal the day and year first above 66 Niefer [SPAL] Ellew & Riefer [SPAL] written. Signed, Scaled and Delivered in presence of STATE OF HANSAS, Lauglas County and the BE IT REMEMBERED, That on this this 22 day of March _A. D. 1.7.09_, before me, - a Notary Public in and for said County and State, came Tiper as allen 10 ____to me personally known to be the same person's 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 November 1 th 910 - Haup & Band O. Notary Public. A. D. 17 09, at o'clock P. M. hys Lawrence Register of Decide. Filed for Record the_10 Th _day of_