

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty day of July in the year of our Lord nineteen hundred and nine, between Charles W. Wells and Martha C. Wells (wife) of Baldwin in the County of Douglas and State of Kansas, of the first part, and

J. Groveson

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Two 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 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 South half (1/2) of the South West quarter (1/4) of Section Two (2) Township Fourteen (14) Range nineteen (19) East of the 6 P.M. less three (3) acres in the South East corner

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles W. Wells and Martha C. Wells 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

Two Thousand Dollars

according to the terms of one certain note and mortgage on this day executed and delivered by the said Charles W. Wells and Martha C. Wells to the said party of the second part his heirs or assigns

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 part making such sale, on demand, to said Charles W. Wells his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Charles W. Wells [SEAL]

Martha C. Wells [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 4th day of August A. D. 1909, before me,

John M. Newlin a Notary Public in and for said County and State, came Charles W. Wells and Martha C. Wells

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

John M. Newlin Notary Public.

Filed for Record the 7th day of August A. D. 1909, at 12 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

One followed is returned on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 4th day of August A. D. 1909.
Floyd L. Lawrence
Register of Deeds
Aug. 6, 1909

Recorded May 20th 1910
Floyd L. Lawrence
Register of Deeds
Aug. 6, 1909