

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

This Indenture, Made this second day of September in the year of our Lord one thousand and nine hundred and nineteen, between Thomas W. McAtie and Margaret F. McAtie of the Township of Douglas of Kansas in the County of Douglas and State of Kansas, of the first part, and M. J. Russell of the second part:

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

Beginning at South-west corner of North-east quarter ($\frac{1}{4}$) of Section Thirty-one (31) in Township Twelve (12) South, of Range Eighteen (18) East of the 6th P.M. Kansas, thence East Twenty-eight (28) rods; thence North Eleven and a half ($11\frac{1}{2}$) rods; Thence West Twenty-eight (28) rods; thence South Eleven and a half ($11\frac{1}{2}$) rods to beginning, containing Two acres and two rods. Also beginning at South-east corner of North-west quarter ($\frac{1}{4}$) of Section Thirty-one (31) in Township Twelve (12) of Range Eighteen (18) East of the 6th P.M. Kansas; thence West Thirty-two (32) rods; thence North Ten (10) rods thence East Thirty-two (32) rods thence South Ten (10) rods to place of beginning and containing Two acres. Also One (1) acre in the West half ($\frac{1}{2}$) of the North-east quarter ($\frac{1}{4}$) of Section Thirty-one (31) in Township Twelve (12) of Range Eighteen (18) East of the 6th P.M. described as beginning Seven (7) rods and six (6) feet East of the North-west corner of said North-east Quarter ($\frac{1}{4}$) of Section Thirty-one (31); thence South Sixteen (16) rods; thence East ten (10) rods; thence North Sixteen (16) rods; thence West Ten (10) rods to place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part 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 Four Hundred Dollars according to the terms of one certain Note this day executed

and delivered by the said Parties of the first part to the said party of the second part Payable two years after date with interest thereon according to the terms of said note and coupons thereto attached

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, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Thomas W. McAtie [SEAL]

Margaret F. McAtie [SEAL]

Hugh Blair [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of Sept A. D. 1919, before me,

Hugh Blair a Notary Public in and for said County and State, came

Thomas W. McAtie and Margaret F. McAtie

his wife to me personally known to be the same

persons 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 25 Dec 1929

Hugh Blair Notary Public.

Filed for Record the 7 day of Sept A. D. 1919, at 5:25 o'clock P.M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The following is enclosed one the original instrument of the note herein described being filed in full this mortgage is hereby released and the same thereby discharged as shown on the back of the note dated 1919 M. J. Russell

Recorded Oct 27 1919
Floyd L. Lawrence
Register of Deeds