

MORTGAGE RECORD No. 45.

375

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

This Indenture, Made this Sixth day of October in the year of our Lord Nineteen
hundred and nine, between Marion R. Weir and Emma Weir
his wife, of the Township of Wakarusa in the County of
Douglas and State of Kansas, of the first part, and Helen M. Palmer

of the second part:

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

Sixteen 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 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:

Commencing at North West corner of Section No. Ten (10) in Township No. Thirteen (13) South of Range No. Twenty (20) East of the 6th P.M., Douglas County, Kansas, thence East Forty-six and two-third (46 2/3) rods; thence South One hundred and nine (109) rods to center of road; thence North-westerly along center of road to West line of said Section No. Ten (10); thence North on West line of said Section to beginning, reserving thereout a lot or lots of about One acre belonging to school District No. 16, the property hereby conveyed containing 31 acres more or less.

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

Sixteen 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 five 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, 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 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 seal on the day and year first above written.

Signed, Sealed and Delivered in presence of

Hugh Blair
Jennie Warr

Marion R. Weir [SEAL]

Emma Weir [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 6th day of October A. D. 1909, before me,

Hugh Blair

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



Marion R. Weir and Emma Weir 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 28th Dec. 1909

Hugh Blair Notary Public.

Filed for Record the 11th day of October A. D. 1909, at 10 30 o'clock A. M.

Floyd Lawrence Register of Deeds.
Marion A. Lawrence Deputy.

Recorded Oct. 10, 1909
Epithel M. Northrup Register of Deeds
 attested E. A. Palmer
 The above described having been paid in full, this mortgage is hereby released and the County created discharged. As witness my hand this 26th day of September, A. D. 1909.
Helen M. Palmer