

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 15th day of April in the year of our Lord Nineteen Hundred
and four, between Charles H. Oakes a single man

of Douglas in the County of

and State of Kansas, of the first part, and Eleanora D. Oakes of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Two thousand (\$2,000.00) 7500 DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do he grant, bargain, sell and mortgage to the said part 2^d 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:

An undivided one half of the North west fractional quarter of Section six (6) Township fourteen (14) Range twenty (20) containing one hundred and forty six (146) and 3/400 acres more or less. Also an undivided one half of the South east quarter of the south's east quarter of Section one (1) Township fourteen (14) Range nineteen (19) containing forty (40) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles H. Oakes do hereby covenant and agree that

at the delivery hereof he is 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

This Grant is intended as a Mortgage to secure the payment of the sum of

Two thousand (\$2000.00) Dollars

according to the terms of a certain promissory note this day executed

and delivered by the said Charles H. Oakes party of the first part to the said part 2^d 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 2^d 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 2^d making such sale, on demand, to said Charles H. Oakes - his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Charles H. Oakes [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of April A. D. 1904, before me,

J. H. Mitchell Probate Judge a Notary Public in and for said County and State, came Charles H. Oakes

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 1 J. H. Mitchell Notary Public.

Filed for Record the 21st day of October A. D. 1909, at 2:00 o'clock P. M.

Royd L. Lawrence Register of Deeds.

Minnie A. F. Lawrence Deputy.

The note herein described having been paid in full this mortgage is hereby released and the same is hereby discharged. As witness my hand and seal this day of April A. D. 1904.

attest
Henry of Oakes Executor estate of Eleanora D. Oakes

Recorded June 17 1904
May 22
Raymond L. Lawrence
Notary Public