MORTGAGE RECORD No. 45.

397

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. This Indenture, Made this and fichy of Cetoter etecn Actober in the year of our Lord Moniteco hundred End Nine, between ne 1 __in the County of nehart (wife) Board Monglas and State of Kansas, of the first part, and Ana 7 Cowles e second part: _____of the second part: ion of the sum of Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen hundred _ DOLLARS. DOLLARS , sell and mortgage to Therewouly paid, the receipt of which is hereby acknowledged, ha Elsold, and by these presents do _____grant, bargain, sell and mortgage to the said part is of the second part Their and assigns, forever, all that tract or parcel of land situated in the County of Douglas, County of Douglas, and State of Kansas, described as follows, to-wit: Island The South half (1) of the South half (1) of the north West quarter (4) of Section Eleven (11), Twomaly Tourteen (14) (Range Minetien (19) ant and agree that at the delivery hereof they are the lawful owner S of the premises, above granted, and seized of a good and indefeasible d and indefeasible estate of inheritance therein, free and clear of all incumbrances ment of the sum of This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred Dollars an certain note Esten Composition day executed according to the terms of and delivered by the said 13 Pine hast Ed Marry C. Pine hart to the said part Levol the second part of the second part Their heirs or assegne . 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, r any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance phall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part deal the second part, deal account of the the whole amount tors 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 the moneys arising from such sales to retain the amount then due for principal and interest, together with the post and charges of making such sales, and the such sales, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said HOArne heart here and assigne y-hisheirs and assigns. hand and seal the day and year first above IN WITNESS WHEREOF, The said part _____ of the first part ha____hereunto set______ nd year first above written. JBRinchart [SEAL] Signed, Sealed and Delivered in presence of [SEAL] nancy @Rinchart [SEAL] [SEAL] [SEAL] [SEAL] STATE OF KANSAS, Douglas County ss. day of Nonewher A. D. 1909, before me, H BE IT REMEMBERED, That of this 209, before me, from M. Newlin a Notary Public in and for said County and State, came J. B. Menchart Ed Planay Christiant (wife) ity and State, came person who executed the foregoing instrument and duly acknowledged the execution of the same. _to me personally known to be the same own to be the same IN WITNESS WHEREOF, 1 have hereunto subscribed my name and affixed my official scal on the day and seal on the day and John M. newlin year lasy above written. Notary Public. My Commission Expires Uprul 11 1911 Notary Public. 6 day of Non A. D. 1907, at 5th welock a. M. - Alogo L Farrene Kegister of Deeds. Filed for Record the. - M. ___ Register of Deeds. _Deputy. Deputy.