

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

This Indenture, Made this 16th day of May in the year of our Lord one thousand five hundred and ten, between C. C. Waters and Minnie Waters, his wife of Palmyra Twp. in the County of Douglas and State of Kansas, of the first part, and Effie Scott of the second part:

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

The South half of the North West fractional quarter of Section five (5) Township fifteen (15) Range Twenty-one (21) containing eighty 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 Four Thousand Dollars according to the terms of one certain coupon note this day executed by the signed parties and delivered by the said to the said party of the second part payable five years after date with interest at the rate of six per cent per annum, payable annually.

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 the 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

C. C. Waters

Minnie Waters

STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 16th day of May A. D. 1910, before me,

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

C. C. Waters and Minnie Waters, his wife

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 on the 24 day of February 1914

Harry L. Muesel

Notary Public.

Filed for Record the 17th day of May A. D. 1910, at 10⁰⁰ o'clock A. M.

Floyd L. Lawrence

Register of Deeds.

Mamadu M. McConnell Deputy.

The money is received on the original instrument -
The Minnie Waters showing same paid in full, it is hereby returned to the original instrument -
this 17 day of October 1934.
Effie Scott.

copy is past another or if made is committed in said premises,