

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Third day of September in the year of our Lord nineteen
hundred and ten (1910), between J. C. Burnsey and Charlotte E. Burnsey
husband and wife of Denland in the County of
Douglas and State of Kansas, of the first part, and
Charles Anderson of the same place of the second part:

Witnesseth, That the said part ^{of} ~~of~~ the first part, in consideration of the sum of Seven Hundred (700⁰⁰ - DOLLARS, to ~~them~~ duly paid, the receipt of which is hereby acknowledged, he ~~has~~ sold, and by these presents do grant, bargain, sell and mortgage to 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:

The South Eighty and one half (80½) Rods of that part of the North East fractional quarter of Section No Four (4) Township No Fourteen (14) South, of Range No Twenty (20) East of the 6th Principal Meridian, Kansas, lying West of the right of way of the Southern Kansas Railroad

Grantors reserve the privilege of paying \$100 or multiple thereof at any interest paying time.

with all the appurtenances, and all the estate, title and interest of the said part less of the first part therein. And the said J. C. Rumsey and Charlotte C. Rumsey do hereby covenant and agree that at the delivery hereof they are 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 Seven Hundred Dollars

according to the terms of one certain note, this day executed

and delivered by the said J. C. Rumsey, Esq. and Charlotte E. Rumsey to the said part 2 of the second part

Payable in five years Interest 6% 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 part 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 part making such sale, on demand, to said J. C. Bumsby his heirs and assigns.

IN WITNESS WHEREOF, The said part ¹²⁶ of the first part ha ¹²⁷ hereunto set ^{thei} hands and seal 6 the day and year first above written.

Signed, Sealed and Delivered in presence of

STATE OF KANSAS, }
Douglas County } ss.

BE IT REMEMBERED, That on this 3 day of Sept A. D. 1910, before me,


L. S. Steele a Notary Public in and for said County and State, came
J. C. Rumsey and Charlotte C. Rumsey, husband
and wife 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 June 20 1914 L. S. Steele Notary Public

Filed for Record the 14 day of Sept, A. D. 1970, at 4:5 o'clock P M.

Floyd L Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument)

Old note herein described having been paid in full, the mortgage in hereby released and the same hereby created discharged. As witness my hand this 3rd day of Sep. A. D. 1914

Received Sept 5, 1911
 Lloyd Lawrence
 R. W. McComb
 Deputy.