

MORTGAGE RECORD No. 45.

643

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

This Indenture, Made this 20th day of January 1910, in the year of our Lord one thousand nine hundred and ten (1910), between D. C. Farmer and Nellie Farmer his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and C. F. Squires of the second part:

Witnesseth. That the said parties of the first part, in consideration of the sum of Fifty four Hundred (\$5400.00) 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 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 east quarter (S E 1/4) of Section Number Twenty three (Sec 23) Township Number Nineteen (T. 13) Range number Eighteen (R. 18) Containing one hundred and sixty acres (160 A) more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said D. C. Farmer 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 \$5400.00 according to the terms of one certain note this day executed and delivered by the said D. C. Farmer to the said parties 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 party 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 party making such sale, on demand, to said D. C. Farmer, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

D. C. Farmer [SEAL]
Nellie Farmer [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of November A. D. 1910, before me, J. H. Mitchell a Notary Public in and for said County and State, came D. C. Farmer and Nellie Farmer his wife 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 January 25th 1911

J. H. Mitchell Notary Public.

Filed for Record the 12 day of Nov A. D. 1910, at 4 o'clock P M.

Floyd L Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand and seal this 12th day of November 1910.
J. H. Mitchell
 Notary Public
 Recorded June 19 1912
Floyd L Lawrence
 Register of Deeds