

Mortgage Record.

17

This Indenture, Made this 4th day of January A. D. 1908, between
W. E. Stone and Maggie V. Stone his wife
of Douglas County, in the State of Kansas of the first part, and
of Douglas William Henry County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of
Four Hundred Fifty and 100 DOLLARS
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2^d of the
second part, his heirs and assigns, all the following described REAL ESTATE, situated in Douglas County,
and State of Kansas, to-wit:

North West one fourth (1/4) of North East one fourth (1/4)
of Section (12) Town Twelve (12) South of Range Section
(11) East

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging, or in anywise appertaining, forever:

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said W. E. Stone
and Maggie V. Stone (his wife)
ha & C this day executed and delivered a certain promissory note in writing to said part 2^d of the second part of

which the following cop. — are not selling for \$100.00 dated at Des Moines Kansas January
1st 1908 five years after date we promise to pay to the order of William Henry the sum of Four
Hundred and Fifty Dollars at his Residence with seven per cent interest from date
the said note received. Interest payable semi-annual if not paid semi-annual
to become part of principal and to have same rate of interest the
maker waives the notice for payment. The principal is given
to pay \$100.00 Dollars or more at any interest for payment.

NOW, If said part 1st of the first part shall pay or cause to be paid to said part 2^d of the second part, his heirs or assigns,
said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same,
then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money,
or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or
may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the
whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said part 2^d of the second part
shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part, ha & C hereunto set their hand &
the day and year first above written.

W. E. Stone
Maggie V. Stone

STATE OF KANSAS. } ss.
Douglas County.

BE IT REMEMBERED, That on this 14th day of January A. D. 1908, before me, the under-
signed, a Justice of the Peace in and for the County and State aforesaid, came
W. E. Stone and Maggie V. Stone his wife

who are personally known to me to be the same persons who executed the within instru-
ment of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
Seal, the day and year last above written.

Thomas J. Custard Justice of the Peace
Term expires 190

Recorded Jan 16 A. D. 1908, at 11 o'clock A. M.
Chas. Armstrong Register of Deeds.
By Eric C. Armstrong, Dep.

498 cc (The following is endorsed on the original instrument)
Registered Oct 19, 1911
W. E. Stone and Maggie V. Stone his wife
Mortgage of \$100.00
William Henry

Recorded Oct 19, 1911
A. Lloyd L. Lawrence
Register of Deeds
By Eric C. Armstrong, Dep.