

MORTGAGE RECORD No. 49.

273 1

MORTGAGE STANDARD FORM, GARRETT CO. PRINTERS, INDIANAPOLIS AND BANK BOOK MAKERS, LAWRENCE, ILL.

This Indenture, Made this 2 day of December in the year of our Lord nineteen
hundred Eleven, between Marion Chick and Annie E. Chick, his wife
Douglas of Palmyra in the County of

P. M. Griffith

Witnesseth, That the said part us of the first part, in consideration of the sum of

Twelve hundred fifty

to them duly paid, the receipt of which is hereby acknowledged, he us sold, and by these presents do grant, bargain, sell and mortgage to the said part 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 north-half (1/2) of the East thirty (30) acres of the north-half (1/2) of the North-west quarter (NW 1/4) of section Thirty four (34) Township Fourteen (14) Range twenty (20) containing fifteen (15) acres more or less And That part of the South half (1/2) of the East three Eights (3/8) of the north half N 1/2 of the North West quarter (NW 1/4) of Section thirty four (34) Township fourteen (14) Range Twenty (20) lying north of the road and containing twelve and a fraction acres more or less, and Beginning at the North West corner of the Southwest Quarter (SW 1/4) of Section Thirty four, (34) Township fourteen (14) of range twenty (20) East of the 6th P. M. thence East twelve (12.95) chains (12.95) thence North Seven (7.58) chains (7.58) thence West Twelve (12.95) chains (12.95) thence South Seven (7.58) chains (7.58) to place of beginning in vacated portion of the town of Palmyra, County and State aforesaid,

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Marion Chick and Anna E. Chick 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 except a Mortgage of \$1000 to
Office South

This Grant is intended as a Mortgage to secure the payment of the sum of

Twelve hundred fifty dollars

according to the terms of one certain note this day executed and delivered by the said Marion Chick and Annie E. Chick to the said part of the second part Due in four years with 7% interest from date 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 part 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 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 of making such sale, on demand, to said Marion Chick, his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Marion Chick [SEAL]
Annie E. Chick [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2 day of December A. D. 1911, before me,

W. M. Clark a Notary Public in and for said County and State, came Marion Chick and Annie E. Chick, his 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 May 15 1915

W. M. Clark
Notary Public.

Filed for Record the 4 day of Jan A. D. 1911, at 10 30 o'clock A. M.

Floyd L. Lawrence Register of Deeds,
Deputy.

This mortgage was duly recorded in the office of the Register of Deeds for the County of Douglas, Kansas, on the 4th day of January, A. D. 1911, at 10:30 o'clock A. M. in the presence of the undersigned, who is a Notary Public in and for said County and State, and who has subscribed his name and affixed his official seal to the foregoing instrument, and who has acknowledged the execution of the same.