MORTGAGE RECORD No. 49.

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MORTGAGE STANDARD FORM. Gatetie Co., Printers, Hinders and Blank Book Makers, Lawrence, Kan March March Thomas Thomas This Indentury, Made this First Thome and Marie home a forde in the County of of the second part: The Witnesseth, That the said part doi the first part, in consideration of the sum of four Aundred (*2400) - DOLLARS duly paid, the receipt of which is hereby acknowledged, hat sold, and by these presents do _____ grant, bargain, sell and mortgage to the said part-y=of the second part ter 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-witt-the-north-half-of-the-South-West-quarter-of-Section-No-Twenty-eight (28) in township No. thirteen (13) South, of Aange no. Mineteen (19) East, containing 80 acres more or less, together with the right to use the ford across Wash-ington Cruek at the usual crossing place, a few rode south of the South line of above described-land;-Also,-the-right-to-pass-to-and-fro-sorora-the North West-Quarter of Sca Mescrived-land;-Also,-the-right-to-pass-to-and_fro-across-the-North-West Quarter-of Ser No. 35 and the South helf of the South West quarter of Sec. No. 28, said Township and Range, to and into the land of Nicolas The as above described, said right to be used Alcay the private road North-and West-of the buildings-rituate-on-the-N.War-of Sec. 35 Said-parties-of-first-part-sgreeing-to-allow_said-second party. or assigns, to cross on their land above described at the South East cornor thereof. with all the appurtenances in Pall the estate, title and interest of the part kerol the first part therein. And the said -Mesolas Thome and Mario Thomas house for do-hereby cover marie _____do____hereby covenant and agree that They - the lawful owner of the premises, above granted, and seized of a good and indefeasible at the delivery hereof estate of inheritance therein, free and clear of all incumbrances-and-that-they-will-warrant-and-defend-the-same n the quiet and peaceable possession of said second party, her heirs or assigns forever against all persons lawfully claiming the same. e. This Grant is intended as a Mortgage to secure the payment of the sum of Areaf Dollars Gwenly 70 cortain marlquy note this day e according to the terms of parties of the ust to the said part 2 of the second part and delivered by the said iue_in_five_years_from_date, being_for_part_purchase_money, with_interest_from_date_as evidenced by coupons actached to said note. 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 hall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part Y of the second part, here 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 paking such sales, and the overplus, if any there be, shall be paid by the part g-making such sale, on demand, to said farture grees from from the sale of the heirs and assigns. IN WITNESS WHEREOF, The said partice of the first part have hereunto set their hand S and seal S the day and year first above neolas Thor written. [Seut] Signed, Sealed and Delivered in presence of -SEAL [SEAL] STATE OF HANSAS. County Jauglus A. D. 19/2, before me, BE IT REMEMBERED, That on this Notate Public in and for said County and State, came the under Thome, his week nice to me personally known to be the same persons 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 last above written. My Commission Expires Leher 1 st Notary Public. 914 mch . D. 1912. at 9 - piclock a.M. Doyd L Lawrence Register of Deed. Filed for Record the Deputy.