

MORTGAGE RECORD No. 49.

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

The following is enforced on this original instrument:
This within Mortgage having been paid in full, it is hereby released in this the original instrument this 16 day of May 1912, signed by L. L. Montgomery and Mimmie Montgomery of the Estate of George Montgomery deceased.

This Indenture, Made this 1st day of April in the year of our Lord One thousand nine hundred and twelve, between L. L. Montgomery and Mimmie Montgomery his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and George Montgomery of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Forty two hundred ninety five 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 part 2d 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 Corner half of the South West Quarter of Section Eight (8) Also the South slope of the Corner half of the North West Quarter of Section Eight (8) all in Township T10N R15E Range Nineteen (19) and containing 120 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said L. L. Montgomery and Mimmie Montgomery 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 Forty two hundred ninety five no Dollars according to the terms of One certain Bond this day executed

and delivered by the said L. L. Montgomery and Mimmie Montgomery to the said part 2d of the second part Payable April 1st 1917, with interest at the rate of 4% per annum interest payable annually, privilege being given to pay 100% any multiple thereof at any interest bearing time

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 2d of the second part, the 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 2d making such sale, on demand, to said L. L. Montgomery and Mimmie Montgomery, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of L. L. Montgomery [SEAL] Mimmie Montgomery [SEAL]

STATE OF KANSAS, }
County of Franklin } ss.

BE IT REMEMBERED, That on this 16th day of May A. D. 1912, before me, L. L. Montgomery and Mimmie Montgomery his wife a Notary Public in and for said County and State, came 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 2nd day of December 1912 C. E. Daniel Notary Public.

Filed for Record the 9 day of Oct A. D. 1912, at 1:30 o'clock P.M.
George L. Lawrence Register of Deeds.
Deputy.