

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this fifth day of February in the year of our Lord one thousand and thirteen, between John W Knowles and Martha E Knowles his wife of \_\_\_\_\_ in the County of \_\_\_\_\_

Douglas and State of Kansas, of the first part, and \_\_\_\_\_  
Bank of Richmond, Private Bank Albert Neese, owner of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Nine hundred and twenty five <sup>25/100</sup> 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 West one half (1/2) of the North-east Quarter (1/4) of the North-east Quarter (1/4) of Section Thirty-five (35) Township Thirteen (13) Range Seventeen (17) East. Also the East-Thirty-nine (39) acres of the East one half (1/2) of the North-west Quarter (1/4) of Section Thirty-four (34) Township Thirteen (13) Range Seventeen (17) East of the 6th T. M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John W Knowles and Martha E Knowles 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 \$925.00 according to the terms of one certain note this day executed and delivered by the said John W Knowles and Martha E Knowles to the said part 2d 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 part 2d of the second part, 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 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

John W Knowles [SEAL]  
Martha E Knowles [SEAL]  
[SEAL]

STATE OF KANSAS,  
Shawnee County } ss.

BE IT REMEMBERED, That on this 5th day of February A. D. 1913, before me, Wallace Fabbitts a Notary Public in and for said County and State, came John W Knowles and Martha E Knowles, 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 Jan 14 1917

Wallace Fabbitts  
Notary Public.

Filed for Record the 7 day of February A. D. 1913, at 9<sup>13</sup> o'clock 9 M.

Lloyd L Lawrence Register of Deeds.  
Deputy.

This instrument is returned for the original instrument.

Notary Public in and for the State of Kansas, my commission expires Feb. 11, 1914.

Bank of Richmond, Private Bank Albert Neese, owner

John W Knowles and Martha E Knowles

Dated Feb 5, 1913

Recorded Oct. 15th 1913

Recorded Oct. 15th 1913

Shawnee County