328 MORTGAGE RECORD NO. 63 portrare is hen This Judenture, Made this 27th day of September in the year of our Lord netien hundred turnity forw/(1924), between alora B bayter "if bourine V. Carter of Farmence in the Country of January in the Country of January and State of Kansas, of the first part, and William F. Osborn his wife ... utt-this sborn and barl H. Osborn. of the second part: endorsed on the original inst Swen Thousand Seven Hundred (1), 100.00 DOLLARS, been paid in I to them_____ duly paid, the receipt of which is hereby acknowledged, ha 2°C____sold, and by these presents do______grant, bargain, sell and mortgage to the said part 2. of the second part their man assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows to-wit: In the County of Douglas, and State of Kansas, described as follows to wit: Sol. Numbered Nunety six (96) and the Marth Lacf for Numbered Nunet, sight (18) and Massachusette reet in the City of Facilizence, an Daugues, bounty. herein described having ien thereby created o and this the note h rleased and Ě A. witness atrice with all the appurtenances, and all the estate, title and interest of the said part AL dof the first part therein. And the said. parties of the first part bo 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 Deventy - seven Hundred Dollare , Nur af Ann, Antichtenth, that is 1.13.1 according to the terms of one certain not this day executed this day executed and delivered by the said allow B baster if barring Cartes to the said part is soft the second part due if payable on or before one year from date here of work interest thereon at our year from date here of work interest thereon and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 parties of the second part, their 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 parties making such sale, on demand, to said parties of the first part, theirheirs and assigns. IN WITNESS WHEREOF, The said partice of the first part have hereunto set t + hand sale the day and year first above written. Alva B. Carter - (SEAL) Corinne T. Carter (SEAL) Signed, Sealed and Delivered in the presence of (SEAL) STATE OF Janvec Douglas County BE IT REMEMBERED, That on this 90 the undersigned Alva B. Carter day of Sept- A. D. 19-24, before me, a Notary Public in and for said County and State, came Corinne V. Carter, his wife! L.S. to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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. E My Commission Expires May 21-19 27 - . day of finite A. D. 1924, at 10 0 clock Q. M. Filed for Record the 3.9 "