## MORTGAGE RECORD 72

586

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2151	FROM	STATE OF KANSAS, DOUGLAS COUNTY, 55.
259		This instrument was filed for record on the 23" day
in May no.	John C. Wert and wife	Vor 10.077 . 7.00
	то	Shine & Complianty .
	Vorve Chilon	Register of Deeds.
	Lary Stiles	By Deputy.
	THIS INDENTURE, Made this 20th. d	ay of
	thirty-three between John C. Wert	end Della I. Wert, his wife,
	of Ealdwin City in the County of	Douglas and State of Kenses
	of the first part, and Nary Stiles, single	- ACATOLO
		of the second par
	WITNESSETH, That the said part 1es of the first part, i One Hundred and no/100	in consideration of the sum of
	One Hunired and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha Ve sold and by these presents do grant, hargain, sell and	
	Mortgage to the said part, y 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 Kansar, described as follows, to-wit:	and a stuarted in the County of
	the northwest quarter (1) of the southw Fifteen (15), Range Twenty (20), thence Zast one hundred sixty-four (164) feet.	corner of Susan M. Drake Lot on College street as, situated in the northwest quarter $\binom{1}{4}$ of seat quarter $\binom{1}{4}$ of Section Four (4), Township North One Hundred thirty (130) feat, thence thence southwest to College Street, thence inning, now a part of Beldwin City, Kansas,
	with all the appurtenances, and all the estate, title and interest of the e	silve les
	do	Della I. Wert, his wife, that they are the lawful owner of the premises above granted, and char of all incumbrances. except one certain mortgage for \$1,20 which is to be released by said party of the second part of. Dollars, according to the terms of this day executed and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this conveyance shall be void if such payments be made as herin specified. But on, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall is shall be lawful for the said part y of the second part. Ber executer, why ranted, or may part lay of the second part. Ber executors, they manted, and part y of the second part. Ber executors.
	John C. Wert end I do	Della I. Wert, his wife, that they are the lawful owner of the premises above granted, and clear of all incumbrances except one certain mortgage for \$1,20 which is to be released by said party of the second part of Dollars, according to the terms of this day executed and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this convyance shall be void if such payments be made as herein specified. But on, or the taxes, or if the instruction is not kept up thereon, then this convyance shall is shall be lawful for the said part Y of the second part her cereated and this convyance in due to an depay on the making such sake, and the worthus, or of the taxes, or if the instruct is not kept up thereon, then this convyance shall is shall be lawful for the said part Y of the second part her cereated and interest, together with the cost and charge of making such sake, and the overplus, mand, to said John C. Wert and Della I. Wert, his wife, their heirs and assigns
	John C. Wert end I do	Della I. Wert, his wife, that they are the lawful owner of the premises above granted, and clear of all incumbrances except one certain mortgage for \$1,20 which is to be releaued by said party of the second part of Dollars, according to the terms of this day executed and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this conveyance shall be void if such payments be made as herein specified. But own, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall is shall be lawful for the said gart y of the second part why granted, or any part thereof, in the manner presented by law; and out of all the and interst, together with the cost and charges of making such ask, and the overplus, mand, to said John C. Wert and Della I. Wert, his wife,
	John C. Wert end I do	Della I. Wert, his wife, that they are the lawfal owner of the premises above granted, and dear of all incumbrances except one certain mortgage for \$1,20 which is to be releaued by said party of the second part of Dollars, according to the terms of this day executed and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this conveyance shall be void if such payments be made as herein specified. But on, or the taxes, or if the instances is not kept up thereon, then this conveyance shall it shall be bayful for the said part y of the second part on, or the taxes, or if the instances is not kept up thereon, then this conveyance shall is shall be bayful for the said part y of the second part. her or or the taxes, or if the instances in the mark preserving by give, and out or output and interest, together with the cost and charges of making such sale, and the overplus, mand, to said John C. Wert and Della I. Wert, his wife, their heirs and assigns urt ha ve hereunto set their hand8 and sale. the day and year
	John C. Wert end I do	Della I. Wert, his wife, that they are the lawfal owner of the premises above granted, and dear of all incumbrances except one certain mortgage for \$1,20 which is to be releaued by said party of the second part of Dollar, according to the terms of this day excuted and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this conveyance shall be void if such payments be made as berin specified. But is shall be havful for the said part Y of the second part her accultor, edy granted, or any part thered, in the rander payments able and the coverplas, and this conveyance shall be void if such payments be made as berin specified. But is shall be havful for the said part Y of the second part her accultor, edy granted, or any part thered, in the maner presented by Javis, and the overplas, mand, to said John C. Wert and Delle I. Wert, his wife, their heis and asigns with a ve hereunto set their hand8 and scal8 the day and year John C. Wert (SEAL)
	John C. Wert end I dohereby covenant and agree that at the delivery hered. It and seized of a good and indefeasible estate of inheritance therein, free owned by the perty of the second part herein, This grant is intended as a montgage to secure the payment of the sum One Eundred (\$100.00) 	Della I. Wert, his wife, that they are the lawfal owner of the premises above granted, and dear of all incumbrances except one certain mortgage for \$1,20 which is to be releaued by said party of the second part of Dollars, according to the terms of this day executed and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this conveyance shall be void if such payments be made as herein specified. But on, or the taxes, or if the instances is not kept up thereon, then this conveyance shall it shall be bayful for the said part y of the second part on, or the taxes, or if the instances is not kept up thereon, then this conveyance shall is shall be bayful for the said part y of the second part. her or or the taxes, or if the instances in the mark preserving by give, and out or output and interest, together with the cost and charges of making such sale, and the overplus, mand, to said John C. Wert and Della I. Wert, his wife, their heirs and assigns urt ha ve hereunto set their hand8 and sale. the day and year
	John C. Wert end I dohereby covenant and agree that at the delivery hered I and seized of a good and indefeasible estate of inheritance therein, free owned by the perty of the second part herein, This grant is intended as a mortgage to secure the payment of the sum One Hundred (\$100.00) One certain promissory note Della I. Tert, his wife to the said party of the second part, which endd not been interest at the rate of 6% per ennum, poyn if default he made in such payments, or any part thereof, or interest there become absolute, and the whole amount shall become due and payable and administrators and assigns, at any time thereafter to sail the primes her moneys arising from such sake to retain the amount then due for principal if any there he, shall be paid by the part ice making such sale, on de IN WITNESS WHEREOF, The said part ice of the first pa State OF KANSAS, Signed, scaled and delivered in presence of STATE OF KANSAS, State OF KANSAS, BE IT I XXX 19.33_ before me SYA Pittmen	Della I. Wert, his wife, that they are the lawful owner of the premises above granted, and clear of all incumbrances except one certain mortgage for \$1,20 which is to be released by said party of the second part of Dollars, according to the terms of this day executed and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this convyance shall be void if such payments be made as herein specified. But on, or the taxes, of it the instrument y of the second part ble annually, note may be paid at any time, before due. and this convyance shall be void if such payments be made as herein specified. But one, or the taxes, of it the instrument y of the second part before with the source and charge of making such ask, and the overplus, mand, to said John C. Wert and Della I. Wert, his wife, their heirs and asgins at the Ye hereunto set their hand® and scal® the day and year John C. Wert (SEAL) Della I. Wert REMEMBERED, That on this 20 th. day of Mry, a Neural Della Marked Market and Seal Seal Seal Seal Active Background the said and year Mry John Seal Seal Seal Seal Seal Seal Seal Seal Seal Active Background to the seal Seal Seal Seal Seal Active Background to the seal Seal Seal Seal Seal Active Background to the seal Seal Seal Seal Seal Seal Active Background to the seal Seal Seal Seal Seal Seal Active Background to the seal Seal Seal Seal Seal Seal Active Background to the seal Seal Seal Seal Seal Seal Active Background to the seal Seal Seal Seal Seal Seal Seal Seal S
	John C. Wert end I dohereby covenant and agree that at the delivery hered. t and seized of a good and indefeasible estate of inheritance therein, free owned by the perty of the second part herein, This grant is intended as a montgage to secure the payment of the sum One Eundred (\$100.00) 	bella I. Wert, his wife, that they are the lawful owner of the premises above granted, and dear of all incumbrances except one certain mortgage for \$1,20 which is to be releaued by said party of the second part of Dollar, according to the terms of this day excuted and delivered by the said John C. Wert and e is made payable four years from this date and shall ble annually, note may be paid at any time, before due. and this conveyance shall be void if such payments be made as herin specified. But on or the laws, or if the insurance is not kert up thereon, then this conveyance shall it shall be lawful for the said part Y of the second part her accutor, edy granted, or any part thereo, in the this conveyance shall it shall be lawful for the said part Y of the second part her accutor, edy granted, or any part thereo, in the maner presented by Jax: and an every say and interest, together with the cost and charges of making such sale, and the overplay, mand, to said John C. Wert and Dolle I. Wert, his rife, their heirs and assigns with a ve hereunto set their hands and scale the day and year John C. Wert (SEAL) Della I. Wert (SEAL) REMEMBERED, That on this 20 th. day of Mry, a Notary Public in and for said County and State, his wife, o executed the foregoing instrument of writing and duly acknowledged the execution mo subscribed my name and affixed my official scal on the day and year last above
	John C. Wert end I dohereby covenant and agree that at the delivery hered I and seized of a good and indefeasible estate of inheritance therein, free owned by the perty of the second part herein, This grant is intended as a mortgage to secure the payment of the sum One Eundred (\$100.00) One certain promissory note Della I. Tert, his wife to the said party of the second part, which endd not been interest at the rate of 6% per ennum, payn if default he made in such payments, or any part thereof, or interest there become absolute, and the whole amount shall become due and payable and administrators and assigns, at any time thereafter to sail the primes here moneys arising from such sake to retain the amount then due for principal if any there he, shall be paid by the part ice making such sale, on de IN WITNESS WHEREOF. The said part ice of the first pa State OF KANSAS. CONSTRUE Frenklin County, ass. BE IT I XXX 19 33 before me SYA Pittmen ame John G Tert, ind Della I. Wert,	Della I. Wert, his wife, that they are the lawful owner of the premises above granted, and clear of all incumbrances except one certain mortgage for \$1,20 which is to be released by said party of the second part of Dollars, according to the terms of this day executed and delivered by the said John C. Wert and e is made payable four years from this date end shall ble annually, note may be paid at any time, before due. and this conveyance shall be void if such payments be made as herein specified. But on, or the laws, of it the insurance is not kept thereon, then this, and the conveyance shall be void if such payments be made as herein specified. But on, or the laws, of it the insurance is not kept thereon, then the, and the day law pay there is not kept where and the second part there of the making such alse, and the second part there are the second part the second the making such also, and the second second the second part th
	John C. Wert end I   John C. Wert end I   and seized of a good and indefeasible estate of inheritance therein, free   owned by the perty of the second part herein,   One Hundred (\$100.00)   One errain promissory note   Della I. Wert, his wife   to the said party   of the second part, which said not   been interest at the rate of 5% per ennum, paya   if default be made in such payments, or any part thereof, or interest there   become absolute, and the whole amount shall become due and payable, and   if and making, at y inter thereafter to sail the primises her   memory arising from sech sale to ritain the amount then due to principal if   if any there lee, shall be paid by the part leff   IN WITNESS WHEREOF, The said part ien   of the first part is above written.   Signed, scaled and delivered in presence of   STATE OF KANSAS,   CONTYPES Franklin County,   ist the presenably known to be the same personsh   up the part and by known to be the same personsh   up the part and by known to be the same personsh   up the part and by known to be the same personsh   up the personably known to be the same personsh   up the personably known to be the same personsh	Della I. Wert, his wife,   that they are the lawful owner of the premises above granted, and clear of all incumbrances except one certain mortgage for \$1,20   mich is to be releaued by said party of the second part of Dollars, according to the terms of   of Dollars, according to the terms of   this day executed and delivered by the said
	John C. Wert end I   do hereby covenant and agree that at the delivery hered. I   and seized of a good and indefeasible estate of inheritance therein, free   owned by the perty of the second part herein,   number of the second part herein,   one Hundred (\$100.00)   one certain promissory note   Della I. Fert, his wife   to the said party   of the second part, which end not   bear interest at the rate of 6% per ennum, paya   if default he made in such payments, or any part thereof, or interest there   become absolute, and the whole amount shall become due and payable and administrators and assigns, at any time thereafter to sail the primes here   moreys arising from such sale to retain the amount then due for principal.   if any there be, shall be paid by the part 168 of the first part above written.   Signed, scaled and delivered in presence of   STATE OF KANSAS,   conservest Franklin County,   ista part. Inc. WITNESS WIEREOF, The said part 168 of the first part is to be the same personally intown to be the same personally in the matter of the same.   scaled and delivered in presence of to me presonally known to be the same personally in the same personally in the matter of the same.   up of the same. Join C. Tert and Della I. Tert, in the same personaly in the same personally in the same perso	Della I. Wert, his wife,   that they are the lawful owner of the premises above granted, and clear of all incumbrances except one certain mortgage for \$1,20   mich is to be releaued by said party of the second part of Dollars, according to the terms of   of Dollars, according to the terms of   this day executed and delivered by the said
	John C. Wert end I   John C. Wert end I   and seized of a good and indefeasible estate of inheritance therein, free   owned by the perty of the second part herein,   One Hundred (\$100.00)   One errain promissory note   Della I. Wert, his wife   to the said party   of the second part, which said not   been interest at the rate of 5% per ennum, paya   if default be made in such payments, or any part thereof, or interest there   become absolute, and the whole amount shall become due and payable, and   if and making, at y inter thereafter to sail the primises her   memory arising from sech sale to ritain the amount then due to principal if   if any there lee, shall be paid by the part leff   IN WITNESS WHEREOF, The said part ien   of the first part is above written.   Signed, scaled and delivered in presence of   STATE OF KANSAS,   CONTYPES Franklin County,   ist the presenably known to be the same personsh   up the part and by known to be the same personsh   up the part and by known to be the same personsh   up the part and by known to be the same personsh   up the personably known to be the same personsh   up the personably known to be the same personsh	Della I. Wert, his wife,   that they are the lawful owner of the premises above granted,   and clear of all incumbrances except one certain mortgage for \$1,20   which is to be releaued by said party of the second part   of Dollars, according to the terms of   this day executed and delivered by the said _ John C. Wert and   e is made payable four years from this date and shall   ble annually, note may be paid at any time, before due.   and this conveyance shall be veid if such payments be made as herein specified. But son, or the laws, of it the instruct and charges of making such ask, and the surplus, manes is not kept up thereon, then this convyance shall be veid if such payments be made as herein specified. But son, or the laws, of it the instruct and charges of making such ask, and the verybas, mand, to said John C. Wert and Della I. Wort, his wiffe,   their here can be veid of all the veid if such payments be made as law in do ut of all the and interest, together with the root and charges of making such ask, and the verybas, mand, to said John C. Wert and Della I. Wort, his wiffe,   the Ve hereunto set their hand® and scal®   ut ha Ve hereunto set their hand® and scal® the day and year   John C. Wert Getta I. Wert GEAL) GEAL)   Della I. Wert a Notary Public in and for said County and State, his wiffe,   o executed the foregoing instrument of writ

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