

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument 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 except and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of **Six Thousand and No/100** DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

**B. F. Emery and Bessie A. Emery, his wife** this day executed and delivered their certain promissory note in writing to said part of the second part, of which the following is a cop

**\$6000.00** January 9, 1961  
Five years after date we promise to pay to  
The Order of **Wayne Webber**  
**Six Thousand and No/100 Dollars**  
Payable at \$100.00 per month beginning March 1, 1961 at  
Big Springs, Kansas

**B. F. Emery, Sr.**

**Bessie A. Emery**

NOW, If said parties of the first part shall pay or cause to be paid to said part of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

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

**B. F. Emery, Sr.**  
**Bessie A. Emery**

ATT. REV. 9-54  
23223 3M 3-55

STATE OF KANSAS, **SHawnee** COUNTY, ss.  
BE IT REMEMBERED, That on this **9th** day of **January** A. D. 19 **61** before me, the undersigned, a **Notary Public** in and for the County and State aforesaid, personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary seal the day and year last above written.  
Term expires **October 19, 1961**, 19 **61**  
**Notary Public**

Recorded January 12, 1961 at 11:00 A. M.

**Donald R. Beck** Register of Deeds

RECEIPT

\$6,000.00 June 18, 1965.  
RECEIVED of **B. F. Emery and Bessie A. Emery, his wife** the within named mortgagors, the sum of **Six Thousand DOLLARS**, in full satisfaction of the within mortgage.  
**Juanita Krogmann**  
**Sophia C. Evans, formerly Sophia C. Webber**

This release was written on the original mortgage returned this 18th day of June 1965

**James Beam**  
Reg. of Deeds  
By **Shirley A. Buntz**  
Deputy