

MORTGAGE RECORD

P. T. FOWY, STATE BOOK MANUFACTURER, LAWYERS, KANS.

This Indenture, Made this Nineteenth day of June in the year of our Lord one thousand eight hundred and eighty nine between Elmer E Myers and Lillie Myers his wife of decompton in the County of Douglas and State of Kansas of the first part, and Carrie E. Hazel of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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 party of the second part 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: Lot numbered one (1) in Block numbered forty (40) in the City of Decompton according to the recorded plat thereof, also twenty two (22) feet wide along the South line of lot numbered one (1) in the City of Decompton being a part of what was fourth street which street was vacated by the Legislature of the State of Kansas by an act published April 3, 1873

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Elmer E Myers and Lillie Myers do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Three hundred and fifty dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Elmer E Myers to the said party 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 party of the second part heirs executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part heirs executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the surplus, if any there be, shall be paid by the party making such sale on demand to the said Elmer E Myers and Lillie Myers their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Elmer E Myers (SEAL.)
Lillie Myers (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas }

Be it Remembered, That on this 19 day of June, A. D. 1892, before me, J. A. Bonebrake (a Notary Public in and for said County and State, came Elmer E Myers and Lillie Myers 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan 7 1892. J. A. Bonebrake Notary Public.
Recorded Oct 31 A. D. 1892, at 5 o'clock P. M.

James B. Brooks
Reg. Secy of Deeds

Accepted Jan 11 1904
All American
By J. A. Bonebrake
Notary Public

The following is endorsed on original instrument
Five Notes herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
As Witness my hand this 9 day of January 1904
Carrie E. Hazel