

# MORTGAGE RECORD No. 42.

293 801

MORTGAGE Standard Form. JOHNSON & CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 18 day of September in the year of our Lord, Nineteen  
hundred and Two, between Schuyler L. Messenheimer and Clara M.  
Messenheimer, his wife of Douglas in the County of  
Douglas and State of Kansas, of the first part, and

Mary R. Emery of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Three Hundred 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 her 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 East Half of the West Fifteen acres of the  
North East Quarter of the North West Quarter of Sec. No. 21 in Township  
No. 3 North 13 of Range No. Twenty (20) being Sec. 21 and 1/2 acre more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
parties of the first part 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 dollars  
according to the terms of one certain personal money note this day executed  
and delivered by the said Schuyler L. Messenheimer to the said party of the second part  
this mortgage being given as part purchase money of said real estate.

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 her 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 of making such sale, on demand, to said parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part her hereunto set their hands and seals the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Schuyler L. Messenheimer [SEAL.]

Clara M. Messenheimer [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 18 day of September A. D. 1902, before me  
A. L. Wood a Notary Public in and for said County and State, came  
Schuyler L. Messenheimer and Clara M. Messenheimer, his wife  
to me personally known to be the same

persons 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 April 10 1905

A. L. Wood Notary Public.

Filed for Record the 2 day of January A. D. 1904 at 2 o'clock P. M.

Al. Armstrong Register of Deeds.

By J. C. Looman Deputy.

*The following is entered on the original instrument  
this mortgage given as part purchase money of said real estate  
on the 18th day of September 1902, the day of the recording of  
this mortgage being given as part purchase money of said real estate.*

*Recorded from 13-1904  
At Lawrence, Kas. by J. C. Looman  
12th Street & Commercial Bldg.*