

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this 4th day of August in the year of our Lord, 1923 and this fourth between E. A. Roe and Laura Roe his wife, and Emma L. Felt unmarried of Linn in the County of Douglas and State of Kansas, of the first part, and Kellie J. Smith of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Nine Hundred (\$900) 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 part 2d 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 west fifty (50) acres of the North West quarter of Section Sixteen (16) Township Fourteen (14) Range Twenty East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Nine Hundred dollars (\$900) according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said part 2d 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 part 2d 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 2d making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ernest A. Roe [SEAL]
Laura Roe [SEAL]
Emma L. Felt [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 4th day of August A. D. 1923, before me Geo. W. Feltner a Notary Public in and for said County and State, came Ernest A. Roe, Laura Roe, and Emma L. Felt 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 Jan'y 20th 1926.

Geo. W. Feltner Notary Public.

Filed for Record the 4th day of August A. D. 1923, at 4⁰⁰ o'clock P. M.

A. W. Connelley Register of Deeds.
Deputy.

The foregoing is endorsed on the original instrument having been paid in full, this mortgage is hereby released and the lien thereby created discharged. The witness my hand this 4th day of August A.D. 1923 & Kellie J. Smith, atty in fact for said parties.

Recorded May 29 1924
4 days & Lawrence
Register of Deeds