

MORTGAGE RECORD No. 42.

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This Indenture, Made this eighteenth day of October in the year of our Lord, thirteen hundred and Four, between William E. Turner and Sarah A. Turner his wife at Marriage Township in the County of Douglas and State of Kansas, of the first part, and E. E. Shoaf of the second part:

Witnesseth, That the said party's of the first part, in consideration of the sum of Four Hundred (\$400.00) 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 his 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:

South one hundred (S100) acres of the South East one quarter (S.E. 1/4) and the Southeast one quarter (S.E. 1/4) of the South west one quarter (S.W. 1/4) in section twelve (12) and the East one half (E 1/2) of the North west one quarter (N.W. 1/4) of section sixteen, all in Township Fifteen (15) Range eighteen (18) Douglas County Kansas, two hundred and twenty (220) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party's of the first part therein. And the said William E. Turner and Sarah A. Turner, his wife, 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 except two certain mortgages for fifteen hundred (\$1500.00) each held by Kate Johnson and recorded respectively at book 17 page 326 and book 20 at page 200 of mortgage in the office of the register of deeds and Douglas County Kansas. Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of one certain promissory note this day executed and delivered by the said William E. Turner and Sarah A. Turner to the said party of the second part whereby they agree to pay the said E. E. Shoaf one year after date the sum of four hundred dollars with interest thereon at the rate of eight per cent per annum from date.

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 his 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 party's making such sale, on demand, to said William E. Turner and Sarah A. Turner, their heirs and assigns.

IN WITNESS WHEREOF, The said party's of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

William E. Turner [SEAL]
Sarah A. Turner [SEAL]
[SEAL]

STATE OF KANSAS, } ss.

BE IT REMEMBERED, That on this 18 day of October A. D. 1917, before me

William E. Turner and Sarah A. Turner

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 Oct. 1, 1917

Eugene Means Notary Public.

Filed for Record the 18 day of Oct A. D. 1917, at 8:24 o'clock P M.

A. W. Armstrong Register of Deeds.
By Elmer C. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 18th day of Oct. 1917. Attest A. W. Armstrong Register of Deeds Douglas County Kansas