

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 8th day of December in the year of our Lord, 1907, between Kate Remmer and Aloise her husband of Douglas in the County of

Douglas and State of Kansas, of the first part, and Luther H. Lewis of the second part: Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three Hundred and No/oo Dollars, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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:

The East half (1/2) of the South East Quarter (1/4) of Section Seventeen (17). Also beginning at the South East Corner of said Section Seventeen (17) thence South Eight Chains and fifty (50) links: thence West Three (3) Chains and fifty three (53) links thence North Eight (8) Chains and fifty (50) links: thence East (3) Chains and fifty three (53) links, being three (3) acres, also beginning twenty three (23) Chains and fifty (50) links west of said South East Corner of said Section Seventeen (17); thence South two (2) Chains and fifty links, East four (4) Chains; thence North two (2) Chains and fifty links: thence West four (4) Chains, being one (1) acre, all in Township fourteen (14) of Range Twenty (20) 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 Kate Remmer and Aloise her husband 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 No/oo according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part 2d of the second part five years after date payable at the Watkins National Bank.

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, 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 part 2d making such sale, on demand, to said Kate Remmer and Aloise her husband 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

Kate Remmer [SEAL]
Aloise Remmer [SEAL]

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 8th day of December A. D. 1907, before me Alfred Whitman a Notary Public in and for said County and State, came Kate Remmer and Aloise her husband 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires January 14th 1907

Alfred Whitman
Notary Public

Filed for Record the 8th day of December A. D. 1907, at 4²⁵ o'clock P.M.
A. W. Armstrong Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the land hereby mortgaged is restored to the full power of the mortgagor.
Luther H. Lewis

Registered June 14 1909
Alfred F. Howard
Register of Deeds

The foregoing instrument was acknowledged before me and the seal of my office is hereunto affixed on this 8th day of December, A. D. 1907.

Records may be Error
Hoy a L Lewis
Register of Deeds

(For release see Book 51, Page 551)
1. Amount \$100 Book 51 Page 551