

MORTGAGE RECORD No. 43.

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

This Indenture, Made this Eighth day of November in the year of our Lord thirteen hundred and six, between Mary J. Metsker and Henry C. Metsker (husband), of Lawrence in the County of Douglas and State of Kansas, of the first part, and

J. H. H. Kurlin of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fourteen 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 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 South West quarter 7 of Section Two (2) and the West half (2) of South East quarter 7 of Section Two (2) The North half 1/2 of the North East quarter 1/4 of Section Two (2) all in Township Fourteen (14) Range Eighteen (18) also fifty two acres, The West half 1/2 of the North East quarter 1/4 of Section Twenty (20) Township Fourteen (14) Range Eighteen (18) also fifty two acres, off the West Side of the North East fractional quarter 1/4 of Section Two (2) Township Fourteen (14) South of Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary J. Metsker & Henry C. Metsker do hereby covenant and agree that at the delivery hereof they are the lawful owner 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

Fourteen Hundred Dollars

according to the terms of an certain note & mortgage this day executed

and delivered by the said Mary J. Metsker and Henry C. Metsker to the said party of the second part his heirs or assigns.

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 making such sale, on demand, to said Mary Metsker her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Mary J. Metsker [SEAL.]

Henry C. Metsker [SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this Eighth day of November A. D. 1916, before me

John M. Kurlin a Notary Public in and for said County and State, came

Mary J. Metsker and Henry C. Metsker

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 April 11, 1917

John M. Kurlin Notary Public.

Filed for Record the 5 day of Nov. A. D. 1916, at 2 o'clock P.M.

W. Armstrong Register of Deeds.

By Eliza C. Armstrong, Deputy.

(For Release See Book 48 Page 160)