

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 20th day of January in the year of our Lord Thirteen Hundred and Eight, between Arthur Emery, single, of the Township of Admelfler in the County of Douglas and State of Kansas, of the first part, and L. L. Todd of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth grant, bargain, sell and mortgage to the said part 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 East quarter (1/4) of the North East quarter (1/4) of Section Seven (7) and The South East quarter (1/4) of the North West quarter (1/4) of Section Eight (8), less one acre in the South East corner reserved for school purposes, all in Township Twelve (12) of Range Nineteen (19) in said County and State.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part doth hereby covenant and agree that at the delivery hereof he is 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 Five hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Party of the first part to the said party of the second part payable eight months after date with interest at 6% from date until due and 10% after maturity until paid.

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

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

Signed, Sealed and Delivered in Presence of Arthur Emery [SEAL.] Jennie Watt [SEAL.] [SEAL.]

STATE OF KANSAS, } ss.
County of Douglas
BE IT REMEMBERED, That on this 20th day of Jan. A. D. 1908, before me Jennie Watt, a Notary Public in and for said County and State, came Arthur Emery, single 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 30th March, 1908. Jennie Watt Notary Public.

Filed for Record the 20th day of Jan A. D. 1908, at 3³⁰ o'clock P. M.
Edw. Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

The following is endorsed on the original receipted mortgage: The note described having been paid in full this mortgage is hereby released and the same hereby certified discharged as shown on my hand this 14th day of October 1908 L. L. Todd

Recorded Oct 20, 1909 Floyd L. Lawrence Register of Deeds