

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 21st day of March in the year of our Lord Nineteen
hundred and eight, between Richard Tarpy, a widower,
of Douglas in the County of

and State of Kansas, of the first part, and E. T. Emery of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of

Four hundred and twenty five DOLLARS,
 to him 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 west fifty five (55) acres of the south one half (1/2)
of the south west one fourth (1/4) of Section Twenty one (21)
in Township Twelve (12), South of Range Nineteen (19)
east of the Sixth P. M. in the aforesaid 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 Richard Tarpy
 do 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

\$425.00

according to the terms of one certain note this day executed
 and delivered by the said Richard Tarpy to the said party of the second part

for \$425.00 due in three years with privilege of paying not less than
\$100.00 principal on any interest paying date, interest at 6% payable annually,
 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 party of the first part, his
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Richard Tarpy [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BETTER REMEMBERED, That on this 28th day of March A. D. 1908, before me,

Bertha L. Zimmerman a Notary Public in and for said County and State, came
Richard Tarpy, widower,

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 December 27 - 1911 Bertha L. Zimmerman Notary Public.

Filed for Record the 28 day of March A. D. 1908, at 12²³ o'clock P. M.

W. C. Armstrong Register of Deeds.
By Elsie C. Armstrong, 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 lien thereby created discharged, as witness my hand this
 28th day of December A.D. 1909
 C. T. Emery.

Recorded Dec. 9th 1909
 Filed to Lawrence
 Register of Deeds
 Minnie A. F. Lawrence
 Deputy.