

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this fourth day of August in the year of our Lord Nineteen  
Hundred and eight, between Ernest A. Roe and Laura Roe, his  
wife, and Emma G. Fitz unmarried of \_\_\_\_\_ in the County of  
Douglas and State of Kansas, of the first part, and Nellie J. Smith  
\_\_\_\_\_ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Nine Hundred (\$900.) 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 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 (50) acres of the North West quarter (1/4) of  
Section Sixteen (16), Township Fourteen (14), Range Twenty (20)  
East of the 6th P.M., Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
parties of the first part 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  
Nine Hundred Dollars  
according to the term of one certain promissory note this day executed  
and delivered by the said parties of the first part to the said party of the second part

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 parties of the first part, their  
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Ernest A. Roe [SEAL]

Laura Roe [SEAL]

Emma G. Fitz [SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 24th day of April A. D. 1908, before me,

Geo. W. Huchee a Notary Public in and for said County and State, came

Ernest A. Roe, and Laura Roe, his wife

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 Jan'y 25 1911

Geo. W. Huchee Notary Public.

Filed for Record the 25th day of May A. D. 1908, at 2:30 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

Nineteen  
in the County of  
the second part:  
DOLLARS,  
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County of Douglas,  
Massachu-  
enant and agree that  
good and indefeasible  
payment of the sum of  
of the second part  
interest  
or any part thereof,  
and the whole amount  
and assigns, at  
all the moneys arising  
such sales, and the  
part, their  
and year first above  
[SEAL]  
[SEAL]  
[SEAL]  
1909, before me,  
County and State, came  
his wife  
known to be the same  
ue.  
I seal on the day and  
Notary Public.  
M.  
Register of Deeds.  
Deputy.

The following is extracted from the official instrument:  
The note herein described having been paid in full, this note, is hereby released and the  
lien thereby created extinguished. As witness my hand this 13th day of January A. D. 1914.  
Nellie J. Smith  
Count city in fact  
1914  
Recorded and 13  
Floyd L. Lawrence  
Register of Deeds

I, State of California, County of San Diego, SS. Roe's remembered, I put on this  
2nd day of May, A. D. 1908, before me, Charles S. Sullivan, a Notary Public  
in and for said County and State, came Ernest A. Roe and Laura Roe, his wife  
and to me personally known to be the same person, who executed the foregoing instrument  
and duly acknowledged the execution of the same. I have hereunto subscribed my name and affixed my official seal on the day and  
year last above written.