

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of March in the year of our Lord  nineteen  
hundred and nine, between C. F. Parmely and Emma Parmely  
his wife, of Baldwin in the County of  
Douglas, and State of Kansas, of the first part, and  
Dilla H. Dudgeon of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twenty five 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 her 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 (E<sup>2</sup>) of of South East quarter (S.E.<sup>4</sup>) of  
Section Thirty four (34) and The West half (W<sup>2</sup>) of the  
South West Quarter (S.W.<sup>4</sup>) of Section Thirty five (35), all  
in Township Fourteen (14) Range Twenty (20) East. County  
and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
C. F. Parmely and Emma Parmely 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  
Twenty five hundred dollars  
according to the terms of one certain note this day executed  
and delivered by the said C. F. Parmely and Emma A. Parmely to the said party of the second part  
due in five years with 6% interest 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, her 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 C. F. Parmely his  
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above  
written.

Signed, Sealed and Delivered in presence of

C. F. Parmely [SEAL]  
Emma A. Parmely [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1 day of June A. D. 1909, before me,  
W. M. Clark, a Notary Public in and for said County and State, came  
C. F. Parmely and Emma A. Parmely 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 May 15th 1911

W. M. Clark Notary Public.

Filed for Record the 14th day of June A. D. 1909 at 2:50 o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

For Release See Book 64 Page 68

For Release See Book 57 Page 80