

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 9th day of May in the year of our Lord
Nineteen Hundred & Eleven, between

S. L. Emley of Lawrence in the County of
Douglas and State of Kans., of the first part, and
Mrs. E. D. Emley of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of
Three Thousand & 7/100 DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
to the said part y 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:

Lot (1) Swm Block 6 Six, Babcock's Addition

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
S. L. Emley 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 except one Mortgage of \$2400.00 on the
North Fifty feet (of the house thereon) of the above tract

This Grant is intended as a Mortgage to secure the payment of the sum of
\$3000.00
according to the terms of a certain note this day executed
and delivered by the said S. L. Emley to the said part y 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 part y 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 part y making such sale, on demand, to said S. L. Emley
heirs and assigns.

IN WITNESS WHEREOF, The said part y 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

S. L. Emley [SEAL]

STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, That on this 9th day of May A. D. 1911, before me,
E. B. Cronmeyer a Notary Public in and for said County and State, came



S. L. Emley
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 Dec 26 1915

E. B. Cronmeyer Notary Public.

Filed for Record the 9 day of May A. D. 1911, at 11⁰⁰ o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Marmaduke McPenne Deputy.

The note herein described on the subject instrument is full, true, correct, and duly acknowledged and the same is hereby certified to be correct and true by the undersigned Notary Public, A. D. 1911.

Recorded July 27 1911
Floyd L. Lawrence Register of Deeds