

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 31st day of December in the year of our Lord nineteen hundred ten, between Ella Lee Saruggs and James A Saruggs her husband of Purney in the County of Clinton and State of Kansas, of the first part, and D B Stone of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Thirty five hundred \$3500.00 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 part 2d 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 (SE 1/4) of Section number Fifteen (15) Township number Fifteen (15) Range number Twenty (20) County and State aforesaid. This mortgage is given for part of the purchase price of the said above described land

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Ella Lee Saruggs and James A Saruggs, her husband 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 except a first mortgage of thirty five hundred dollars

This Grant is intended as a Mortgage to secure the payment of the sum of \$3500.00 according to the terms of one certain note this day executed and delivered by the said Ella Lee Saruggs and James A Saruggs her husband to the said part 2d of the second part due in four years with seven per cent interest as per four coupons of \$45.00 each attached

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 2d 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 Ella Lee Saruggs her heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of James A. Selwies Purney Mo. Ella Lee Saruggs [SEAL] James A Saruggs [SEAL]

STATE OF KANSAS Notary Public Clinton County ss.

HE IT REMEMBERED, That on this 31st day of December A. D. 1910, before me, James A Selwies a Notary Public in and for said County and State, came Ella Lee Saruggs and James A Saruggs her husband 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 March 1st 1911 James A Selwies Notary Public

Filed for Record the 10 day of Jan A. D. 1911 at 7:00 o'clock A. M.

Flaysh Lawrence Register of Deeds Deputy.

(For Release see Book 154 Page 312)

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