

retains  
a Scruggs  
-in the County of

second part:  
on of the sum of  
— DOLLARS,  
sell and mortgage  
ounty of Douglas,

and his name  
said:

is of the

and agree that  
and indefeasible  
reg. f. i.  
ent of the sum of

ent of the sum of

of the second part  
her four

any part thereof,  
the whole amount  
s and assigns, at  
the moneys arising  
such sales, and the  
372-her

year first above

\_\_\_\_\_ [SEAL]

~~SECRET~~ [SEAL]

—[SEAL.]

10 before me

and State, came

her

to be the same

al on the day and

1891

Salary Public.

Minister of Deeds.

\_\_\_\_ Deputy.

This Indenture, Made this 9th day of January in the year of our Lord nineteen  
hundred and eleven, between E. F. Meyers and Matilda Myers  
Douglas of Lawrence in the County of  
and State of Kansas, of the first part, and \_\_\_\_\_

Witnesseth, That the said part<sup>ies</sup> of the first part, in consideration of the sum of 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 part of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit:

The west half of the North west quarter of section four (14)  
Township eleven (11) Range eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part <sup>use</sup> 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 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 for \$1800 to one Reynolds. This Grant is intended as a second Mortgage to secure the payment of the sum of \$500.00

according to the terms of one certain promissory note this day executed  
and delivered by the said parties of the first part to the said part 2 of the second part  
due on or before three years from this date with interest at six  
per cent per annum.


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, 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 4 of the second part, ~~and~~ *for* 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 4 making such sale, on demand, to said *parties of the first part* heirs and assigns.

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

Signed, Sealed and Delivered in presence of

\_\_\_\_\_ [SEAL]  
\_\_\_\_\_  
\_\_\_\_\_ [SEAL]

STATE OF KANSAS, }  
Douglas County } ss.  
 a & b

BE IT REMEMBERED That on this 17th day of January A. D. 1911, before me,  
Gertrude Standing a Notary Public in and for said County and State, came  
E. E. Myers and Matilda Myers, 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 July 5 1911 Gertrude Standing  
Notary Public.

Filed for Record the 10 day of Jan A. D. 1911, at 3<sup>36</sup> o'clock P M.

Floyd L. Lawrence Register of Deeds.

Deputy.