

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 15th day of December in the year of our Lord nineteen
hundred and ten, between Mary J. Metsker and Henry C. Metsker, her husband
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Jacob Barzen of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Five Thousand Five Hundred (\$5,500.00) 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 y 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 southwest quarter of Section Two; and the west half of the southeast quarter of Section Two; and the north half of the northeast quarter of Section Ten; all in Township Fourteen, Range Eighteen. Also Eighty acres more or less in the west half of the northeast quarter of Section Eleven, Township Fourteen, Range Eighteen, less the two following described tracts, viz, Beginning at the northeast corner of the west half of the northeast quarter Sec. Eleven, Tp. Fourteen, Rg. Eighteen south on section line 1820 feet, west 578 feet, north 90°20' east 708 feet north 5°20' west 1060 feet, east 248 feet to beginning containing 15-19/100 acres more or less; and also less, Beginning 1820 feet south of the northeast corner of the west half of said northeast quarter, south on section line 820 feet, west 840 feet, north 9°20' east 862 feet, east 578 feet to beginning, (said west half of said northeast quarter, Sec. 11, containing less said two tracts fifty-two acres more or less), all in Town 14, Range 18.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Mary J. Metsker and Henry C. Metsker do hereby covenant and agree that
at the delivery hereof they are the lawful owner^s 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
\$5,500.00

according to the terms of one certain note this day executed
and delivered by the said Mary J. Metsker and Henry C. Metsker to the said part y of the second part
with ten coupons attached to said note, each for the sum of \$165.00 each payable semi-annually
according to the tenor of said principle note

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, 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 part y making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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. H. Tucker

Mary J. Metsker [SEAL]

Henry C. Metsker [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 20th day of December A. D. 1910, before me,

A. F. Flinn

a Notary Public in and for said County and State, came

Mary J. Metsker and Henry C. Metsker, her husband

(L.S.)

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 April 10th 1911

A. F. Flinn

Notary Public.

Filed for Record the 14th day of Jan'y, A. D. 1911, at 1:35 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

This Indenture is subject to the official statement of the mortgagee, which is hereby acknowledged and the same is hereby created and delivered to the mortgagee.

Recorded Dec. 17, 1910

Floyd L. Lawrence
Register of Deeds,
Douglas County, Kansas

Jacob Barzen

C. H. Tucker

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County of Douglas,

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I seal on the day and

A. F. Flinn
Notary Public.

Floyd L. Lawrence
Register of Deeds,
Douglas County, Kansas