

MORTGAGE RECORD No. 49.

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

(The following is submitted for the record of the County Clerk of Douglas County, Kansas, and the same herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 15th day of March, A. D. 1911.)

Joseph H. Kelly

Recorded Apr. 15 1911

Floyd L. Lawrence
Do. C. Mayor of Douglas

This Indenture made this 15 day of March in the year of our Lord 1911
Wendred Eleven, between Sarah Adda Foster, a single woman
Douglas and State of Kansas, of the first part, and _____ of the second part:

Joseph H. Kelly Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell 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 South five (5) acres of the West ten (10) acres of the South Twenty (20) acres of the North Thirty (30) acres of the East half (6 1/2) of the South West Quarter (SW 1/4) of Section Four (4) Township fifteen (15) Range Twenty (20) East of Sixth P. M., County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Sarah Adda Foster do hereby covenant and agree that at the delivery hereof she 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars

according to the terms of two certain notes this day executed and delivered by the said Sarah Adda Foster to the said party of the second part \$100.00 due in 5 months and \$300.00 due in five years all to bear six per cent 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, 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 Sarah Adda Foster her heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Sarah Adda Foster [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED that on this 15 day of March A. D. 1911, before me,

H. M. Clark a Notary Public in and for said County and State, came

Sarah Adda Foster, a single woman

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 15 1911.

H. M. Clark

Notary Public.

Filed for Record the 16 day of March A. D. 1911, at 9 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.

Deputy.