

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM - Dorette Co., Printers, Under the New York Street, Lawrence, Kan.

This Indenture, Made this 17th day of February in the year of our Lord One thousand nine hundred & Eleven, between Cyrus Beard and Cary Beard, his wife of Overbrook in the County of

Ozage and State of Kansas, of the first part, and L. M. Hart of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand & 200/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} sold, and by these presents do—grant, bargain, sell and mortgage to the said part 2d of the second part—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 North East Quarter of Section Thirteen (13), Township Fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1st 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^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 One Thousand & 200/100 Dollars 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 2d of the second part for five years from date hereof, at 6% interest per annum 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 part 2d of the second part, —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 2d making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha^{ve} hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and Delivered in presence of

Cyrus Beard [SEAL]
Cary Beard [SEAL]
[SEAL]

STATE OF KANSAS,

County of Ozage } ss.

BE IT REMEMBERED, That on this 17th day of February A. D. 1911, before me,

L. M. Hart a Notary Public in and for said County and State, came

Cyrus Beard and Cary Beard, his wife to me personally known to be the same person^s 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 22 day of June 1911

J. B. Stetson
Notary Public.

Filed for Record the 25 day of March A. D. 1911, at 9:30 o'clock A M.

Lloyd Lawrence Register of Deeds.
Deputy.

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, County of Ozage, State of Kansas, on the 17th day of February, A.D. 1911. The original instrument is on file in the office of the Register of Deeds, County of Ozage, State of Kansas, on the 17th day of February, A.D. 1911.

This mortgage is intended to secure the payment of the sum of One Thousand & 200/100 Dollars, as shown in the promissory note attached hereto. The mortgage is not to be construed as a sale of the premises, but as a mortgage to secure the payment of the debt. The mortgage is not to be construed as a sale of the premises, but as a mortgage to secure the payment of the debt.

Recorded Feb 17, 1911