

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 2<sup>nd</sup> day of March in the year of our Lord 1911  
Hundred Eleven, between J. J. Dwyer and Matilda Dwyer, his wife  
 of \_\_\_\_\_ in the County of

Douglas and State of Kansas, of the first part, and  
George Hausman Jr of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Fifteen 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 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 West half of the South West quarter (1/4) of Section Thirty three (33)  
Township fourteen (14) and Range twenty one (21) East of the Sixth  
principal Meridian Containing Eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
J. J. Dwyer and Matilda Dwyer, his wife 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Fifteen hundred Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said J. J. Dwyer and Matilda Dwyer, his wife to the said part of of the second part

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

IN WITNESS WHEREOF, The said parties 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

J. J. Dwyer [SEAL]  
Matilda Dwyer [SEAL]  
 [SEAL]

STATE OF KANSAS,

Johnson } ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of Feb A. D. 1911, before me,

M. J. Kelly a Notary Public in and for said County and State, came  
J. J. Dwyer and Matilda Dwyer, 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 Sept 6<sup>th</sup> 1912

M. J. Kelly Notary Public.

Filed for Record the 1<sup>st</sup> day of May A. D. 1911, at 10 o'clock A. M.

Hayes L. Lawrence Register of Deeds.  
 Deputy.

(This form is entered on the original instrument)

There is hereby described hereby in full, duly mortgaged in hereby assigned and the  
 same hereby created discharged.

Hayes L. Lawrence  
Register of Deeds  
Geo. C. Wright

Recorded Feb 28 1911

Recorded Mar. 23<sup>rd</sup> 1911 The following is recorded on the original instrument -  
 This is a duplicate of the original instrument.