

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers, Binders and Blank Book Makers. La Crosse, Wis.

This Indenture, Made this twelfth day of August in the year of our Lord Nineteen  
hundred and Eleven, between Alicia D. Bennett and A. H. Bennett  
her husband of \_\_\_\_\_ in the County of  
Shawnee and State of Kansas, of the first part, and  
Edward S. Hayes of the second part:

**Witnesseth**, That the said parties of the first part, in consideration of the sum of  
Twenty 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 party 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 South West Quarter of Section No Eleven (11) in  
Township No Fourteen (14) South of Range No Eighteen (18) East  
of 6th Principal Meridian, containing 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part us 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<sup>s</sup> of the premises, above granted, and seized of a good and indefeasible  
estate of inheritance therein, free and clear of all incumbrances and that they well warrant and defend the same in the  
quiet and peaceable possession of said party, his heirs or assigns against all  
lawful claimants This Grant is intended as a Mortgage to secure the payment of the sum of

Twenty Five Hundred Dollars

according to the terms of one certain Mortgage this day executed  
and delivered by the said parties of the first part to the said party of the second part  
due in 5 years from date, with interest from date to maturity as evidenced by Certs  
attached thereto and interest after maturity or default at rate of 10 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,  
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 heirs, 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 parties of the first part, their  
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

Alicia D. Bennett [SEAL]

A. H. Bennett [SEAL]

[SEAL]

## STATE OF KANSAS,

Shawnee County } ss.

BE IT REMEMBERED, That on this 12th day of August A. D. 1911, before me,



Alicia D. Bennett and A. H. Bennett, her husband

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 13th, 1913

H. P. Dawson  
Notary Public.

Filed for Record the 19 day of Aug A. D. 1911, at 4 o'clock P. M.

Thos. L. Lawrence  
Register of Deeds.  
Deputy.

In Return see Book 62 Page 210.  
For Assignment see Book 48 Page 379