

MORTGAGE RECORD No. 49.

283

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

Nineteen
wife,
in the County of
of the second part:
deration of the sum of
DOLLARS,
gain, sell and mortgage
the County of Douglas,
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ovenant and agree that
good and indefeasible
payment of the sum of
of the second part
or, or any part thereof,
and the whole amount
trators and assigns, at
all the moneys arising
g such sales, and the
and year first above
[SEAL]
[SEAL]
[SEAL]
1911, before me,
County and State, came
known to be the same
l seal on the day and
Notary Public.
M.
Register of Deeds.
Deputy.

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:
Recorded April 24 1913
Floyd L. Lawrence
Register of Deeds

This Indenture, Made this 20 day of November in the year of our Lord One thousand nine hundred and eleven, between Cora E. Ernst (formerly Cora E. Wilson) and L. G. Ernst, her husband of Wellsville in the County of Franklin and State of Kansas, of the first part, and The Wellsville Bank of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of One thousand 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 party—of the second part its successors 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 Half S₄ of the Northeast Quarter (N.E. $\frac{1}{4}$) of Section Sixteen (16) Township Fifteen (15), Range Twenty-one (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do—herby 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 Dollars according to the terms of one certain coupon note this day executed and delivered by the said Parties of the first part to the said party—of the second part due three years after date with interest at six per cent per annum payable semi-annually. Privilege to pay \$100.00 or multiple at interest date

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, its successors 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 part ies 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

Cora E. Ernst [SEAL]

L. G. Ernst [SEAL]

[SEAL]

STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 12 day of December A. D. 1911, before me, _____ a Notary Public in and for said County and State, came

Cora E. Ernst and L. G. Ernst, 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 on the 24 day of February 1914.

Harry L. Muesse Notary Public.

Filed for Record the 13th day of Dec. A. D. 1911, at 11.20 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.