

MORTGAGE RECORD No. 49.

2851

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

Nineteen
single men,
in the County of

of the second part:
deration of the sum of
DOLLARS,
gain, sell and mortgage
the County of Douglas,

and Eighty

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ty-five

(15) South

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covenant and agree that
good and indefeasible
which has

payment of the sum of

y of the second part

it, or any part thereof,
and the whole amount
XXXX and assigns, at
all the moneys arising
ng such sales, and the
my Bros, this

y and year first above

[SEAL]

[SEAL]

[SEAL]

1911, before me,
County and State, came

known to be the same

al seal on the day and

Notary Public.

-M.

Register of Deeds.

Deputy.

This Indenture, Made this 15 day of Dec in the year of our Lord Nineteen
hundred Eleven, between Robert F. Emery and Alta M. Emery
Douglas and State of Kansas, of the first part, and Owen Turner of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Sixteen 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 y 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 East quarter (SE 1/4) of the North East quarter, NE 1/4
of Section Number Ten (10) in Township Number Fifteen (15)
of Range Number Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
Robert F. Emery and Alta M. Emery 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
Sixteen hundred dollars
according to the terms of one certain note this day executed
and delivered by the said Robert F. Emery and Alta M. Emery to the said part y of the second part
due in five years with five 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 part y 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 y making such sale, on demand, to said Robert F. Emery, his
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Robert F. Emery [SEAL]
Alta M. Emery [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 15 day of Dec A. D. 1911, before me,

M. M. Clark
Robert F. Emery and Alta M. Emery
his 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 May 15, 1915 M. M. Clark Notary Public.

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

Floyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 29 day of December, 1917.

Recorded October 1st 1917
Fidelity Safe Deposit

Owen Turner

G. B. Owen

(28)