

MORTGAGE RECORD No. 49.

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

This Indenture, made this 2nd day of January in the year of our Lord nineteen hundred and thirteen, between J. E. Haverly and Sadie J. Haverly, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and George H. Tegder and Adeline E. Tegder of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of Eleven Thousand (\$11,000.00) 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 us of the second part their 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 (1/4) of Section number Nine (9) Township Thirteen (13) Range Twenty One (21) County and State aforesaid, containing One Hundred and Sixty (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 J. E. Haverly and Sadie J. Haverly do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Eleven Thousand Dollars

according to the terms of Ten certain notes this day executed and delivered by the said J. E. Haverly and Sadie J. Haverly to the said part us of the second part George H. Tegder and Adeline E. Tegder, with interest at the rate of six per cent per annum from January 1, 1913, until paid and this conveyance shall be void if such payments be made as herein specified. And 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 us of the second part, their 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 us making such sale, on demand, to said J. E. Haverly and Sadie J. Haverly heirs and assigns.

IN WITNESS WHEREOF, The said part us 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. E. Haverly [SEAL]
Sadie J. Haverly [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of January A. D. 1913, before me, C. F. Richards a Notary Public in and for said County and State, came J. E. Haverly and Sadie J. Haverly, 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 April 4 1914 C. F. Richards Notary Public.

Filed for Record the 20 day of February A. D. 1913, at 4th o'clock P. M.

Lloyd L. Lawrence Register of Deeds.
Deputy.

For Release See Book 51, Page 6187

Recorded June 9 - 1917