

Mortgage Record No. 52.

This Indenture, Made this 23 day of August in the year of our Lord

nineteen hundred and thirteen, between Elmer E. Butler and Lora  
Butler, his wife of Omaha in the County of  
Douglas and John W. Brimley of the second part:

WITNESSETH, That the said Elmer E. Butler of the first part, in consideration of the sum of  
Fifteen hundred and no/100 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell  
and mortgage to the said part John W. Brimley 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:

Subdivisions No Two (2) and Eleven (11) Less One 1/2 acres to Havey and Subdivision  
No Sixteen (16) all in vacated portions of Prairie City in Section Eight (8) Township  
Fifteen (15) Range Twenty (20) containing sixty acres more or less: Also Beginning at a  
point 23 4/5 rods West of the Northeast corner of Sub-division Three (3) thence South Fifty-  
eight (58) rods and Thirteen 1/2 (13 1/2) feet, West Twenty one 1/2 rods (21 1/2) North Fifty-eight  
(58) rods Thirteen 1/2 feet (13 1/2) East Twenty-one 1/2 rods (21 1/2) to beginning in Section  
Eight (8) Township fifteen (15) Range Twenty (20) vacated portion of Prairie City containing  
eight (8) acres,

with all the appurtenances, and all the estate, title and interest of the said part Elmer E. Butler and Lora E. Butler  
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 indefensible 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 Elmer E. Butler and Lora E. Butler to the said part John W. Brimley of the second part  
due in five years with 6% interest payable semi-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 there-  
of, 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 John W. Brimley of the second part his executors, adminis-  
trators 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 John W. Brimley making such sale, on demand, to said  
Elmer E. Butler, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part Elmer E. Butler and Lora E. Butler hereunto set his hands and seals the day and  
year first above written.

Signed, Sealed and Delivered in presence of

A. E. Patten

Elmer E. Butler (SEAL)

Lora E. Butler (SEAL)

STATE OF KANSAS Nebraska } ss.  
Douglas County

BE IT REMEMBERED, That on this 23rd day of August A. D. 1913, before me,

Alvin E. Patten a Notary Public in and for said County and State, came  
Elmer E. Butler and Lora E. Butler 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 Rebr 5 1916 Alvin E. Patten Notary Public.

Filed for Record the 28th day of Aug A. D. 1913 at 9<sup>00</sup> o'clock 9 M.

Alvin E. Patten Register of Deeds.  
R M Mc Donnell Deputy.

The note referred to in the original instrument is hereby referred to and is  
the note for the sum of \$15.00, dated August 23, 1913, day of August, A. D. 1913,  
was duly executed by the said parties.

Recorded Dec 29th 1916  
Alvin E. Patten Register of Deeds.  
Pro. R. Patten

(For assignment see Book 54, Page 197)