

Mortgage Record No. 52.

This Indenture, Made this 22nd day of November in the year of our Lord nineteen hundred and thirteen.

between Henry Westerhouse, a single man of Eudora in the County of Douglas and State of Kansas, of the first part, and State Bank of Eudora, of Eudora, Kansas of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Thirteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents does grant, bargain, sell and mortgage to the said part y of the second part it ^{hereunto} ~~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:

All of the East half of the Southwest one quarter (1/4) of Section Twenty-seven (27), an lot Number three (3) being the East fractional One Half (1/2) of the Northwest fractional One Quarter (1/4) of said Section Twenty-seven (27) Township Twelve (12) Range Twenty-one (21), Containing One Hundred and Thirty Eight (38) acres, more or less

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said

Henry Westerhouse does hereby covenant and agree that at the delivery hereof he is 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 except a mortgage to the Union Central Life Insurance Co, for Twenty Five Hundred (2500.00) dollars, due in 1920.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred Dollars according to the terms of One certain note this day executed and delivered by the said Henry Westerhouse to the said part y of the second part

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, its 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

Henry Westerhouse his heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part had herunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Henry Westerhouse (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, }
Douglas County }

BE IT REMEMBERED, That on this 22 day of November A. D. 1913, before me, Chas Pilla a Notary Public in and for said County and State, came Henry Westerhouse

(Signature)

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 herunto signed my name and affixed my official seal on the day and year last above written.

My Commission Expires July 16th 1915 Chas Pilla Notary Public.

Filed for Record the 12th day of Dec A. D. 1913 at 920 o'clock A. M.

Wm L Lawrence Register of Deeds.
By Earl C. Nitz Deputy.

This instrument is indexed on the original instrument.
 Recorded hereon having been paid in full, the mortgage is hereby released and the State Bank of Eudora, of Eudora, Kansas may have the same duly certified.
10/19/15
Wm L Lawrence
 Register of Deeds
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