

Mortgage Record No. 52.

This Indenture, Made this 28th day of November in the year of our Lord Nineteen Hundred & fourteen, between Susan Filburn and Jonah F. Filburn, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Rufus E. Whisler of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven 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 Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of Section sixteen (16) Township fourteen (14) of Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Susan Filburn and Jonah F. Filburn 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 except a first mortgage of \$1500.00

This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Susan Filburn and Jonah F. Filburn to the said part y of the second part due in one year from date at the rate of seven per cent per annum, 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 Susan Filburn and Jonah F. Filburn heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Susan Filburn (SEAL)
Jonah F. Filburn (SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 28th day of November A. D. 1914, before me,

Susan Filburn and Jonah F. Filburn, her husband a Notary Public in and for said County and State, came

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 19th day of January, 1915, Geo. L. Shuck Notary Public.

Filed for Record the 3rd day of Dec. A. D. 1914, at 9:35 o'clock A.M.

Floyd L. Lawrence Register of Deeds.
Geo. L. Mifflin Deputy.

Recorded Dec 18 1914, Floyd L. Lawrence Register of Deeds.
 This instrument is returned to the official (notary) from the county clerk's office this 19th day of December, 1914.
Rufus E. Whisler