

MORTGAGE RECORD NO. 55.

This Indenture, Made this 3rd day of August in the year of our Lord
Nineteen hundred and fifteen, between C. B. Merry and Henrietta T. Merry his wife
Douglas of the County of Baldwin and State of Kansas, of the first part, and
Emily P. Scott of the second part:

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of
One thousand and no/100 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 party 2nd of the second part her 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 Northwest quarter of the
Southeast quarter of Section Five (5) Township Fifteen (15) of Range Twenty (20), Also
lot No twenty-two (22) in Subdivision of Southeast quarter of said Section Five above,
as per map made by Alvah H. Pearson, County Surveyor, April 10th 1883 and recorded in
Plat Book A page 23, being a part of Block Seven (7) and Thirteen (13) and all of Blocks
five (5) Six (6) Eleven (11) and Twelve (12) Prairie City vacated by order of the County
Commissioners March 24, 1883, Said Lot Twenty-two (22) being in the South half of said
Southeast quarter of said Section Five (5) above described, and containing Twenty two
and one half acres more or less,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
C. B. Merry and Henrietta T. Merry
 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
One thousand - no/100 - Dollars
 according to the terms of a certain Note this day executed
 and delivered by the said C. B. Merry and Henrietta T. Merry to the said party 2nd 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 party 2nd of the second part, her executors, administra-
 tors 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 surplus, if any there be, shall be paid by the party 2nd making such sale, on demand, to said
C. B. and Henrietta T. Merry, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand 3 and seal 3
 the day and year first above written.

Signed, Sealed and Delivered in presence of

C. B. Merry (SEAL)
Henrietta T. Merry (SEAL)
 (SEAL)

STATE OF KANSAS,
Douglas County ss.
 BE IT REMEMBERED, That on this 2nd day of Sept. A. D. 1915, before me,
Ethel Huff a Notary Public in and for said County and State, came
C. B. Merry and Henrietta T. Merry, his wife
 to me personally known to be
 the same person 3 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 Aug - 7 - 1919 Ethel Huff Notary Public.
 Filed for Record the 7th day of Sept. A. D. 1915, at 8¹² o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Geo. C. Metzger Deputy.

Recorded Mich 22 1918
Edith P. Thompson
181 B-28
Emily P. Scott
211 day of March 1918