

## MORTGAGE RECORD NO. 55.

This Indenture, Made this First day of March in the year of our Lord 1917 between Charles F. Horner and Jessie L. Horner his wife of the County of Jackson and State of Kansas, of the first part, and Rebecca L. Harris of the second part:

Fifteen Thousand and 00/100 DOLLARS, That the said part 1st of the first part, in consideration of the sum of

to her duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 Southwest quarter (34) Section Fifteen (15), The North Half (1/2) of the Southeast quarter (4) Section Fifteen (15), The South Half (1/2) of the South West quarter (32) of the Northeast quarter (4) Section Fifteen (15), All of the Southeast quarter (34) of the Northeast quarter (4) of Section Fifteen (15) except that part on the east side thereof comprising about Ten (10) Acres, conveyed by Eric Woodard and Sarah A. Woodard his wife to Henry J. Greenman on March 18, 1867; Less the following: Beginning at a point in the Southwest corner of the West Three Fourths (3/4) of the Southeast Quarter (16) of the Northeast quarter (4) of said Section Fifteen (15); Thence running South Ten (10) rods; thence East Sixteen (16) rods; thence North Ten (10) rods; thence West Sixteen (16) rods to place beginning. Containing one (1) acre more or less; and also two and one fourth (2 1/4) Acres described as follows: Commencing at the Northeast corner of the Southeast quarter (4) Section Fifteen (15) thence North Eight (8) rods; thence South Eight (8) rods; thence East Eight (8) rods to section line; thence North Forty five (45) rods to place of beginning; all in Township 15 North, Range 10 East of the Sixth Principal Meridian, conveying Two hundred Ninety One and One fourth (291 1/4) 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 Charles F. Horner and Jessie L. Horner his wife 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 Fifteen Thousand Dollars according to the terms of a certain Bond this day executed and delivered by the said Charles F. Horner and Jessie L. Horner his wife to the said part 2d 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 2d of the second part her 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 2d making such sale, on demand, to said Charles F. Horner and Jessie L. Horner his wife their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

C. M. Mayne

Charles F. Horner

Jessie L. Horner

(SEAL)

(SEAL)

(SEAL)

STATE OF Missouri  
JACKSON, County ss.

BE IT REMEMBERED, That on this 30th day of March A. D. 1917, before me, M. M. Hotchkiss a Notary Public in and for said County and State, came Charles F. Horner and Jessie L. Horner his wife to me personally known to be the same person 2d 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 20 1920

M. M. Hotchkiss

Notary Public.

Filed for Record the May 4 day of May A. D. 1917, at 10 30 o'clock a.m.

Essell D. Dwyer

Register of Deeds.

Deputy.

This instrument is subject to the payment of the sum of \$15,000.00 to be paid in full by the mortgagor to the mortgagee on or before the 30th day of March, 1917.

Recorded March 30th 1917 Essell D. Dwyer Missouri