

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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part his heirs and assigns.

In Witness Whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Alva D. Bernhard, (Seal)

State of Virginia,
York County,) SS:

Be it remembered, That on this 2nd day of February A.D. 1918 before me, Sydney Smith a Commissioner in Chancery for the Circuit Court in and for said County and State, came Alva D. Bernhard to me personally known to be the same person who executed the foregoing instrument of writing 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.

Sydney Smith, A Commissioner in
Chancery for the Circuit court of
York Co. Va

Commonwealth of Virginia,
County of York, To-wit:

I, Sydney Smith, Clerk of the Circuit Court of the County aforesaid in the State of Virginia, do certify that Sydney Smith, whose genuine signature is attached to the foregoing certificate, is and was at the time of signing the same, a Commissioner in Chancery for the Circuit Court in and for the said County duly Commissioned and qualified, residing in said County and duly authorized, be virtue of his office, to take acknowledgments to deeds and other writings and to administer oaths under the laws of this state. I further certify that the official acts of the said Sydney Smith are entitled to full faith and credit; that I am well acquainted with the handwriting of the said Sydney Smith and verily believe his attestation is in due form of law.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court this 2nd day of February, 1918, and in the 1142d year of the Commonwealth.

Sydney Smith,
Clerk.

(Seal)
Recorded February 9, 1918,
At 3:45 o'clock P.M.

Edwin Northrup
Register of Deeds,
James Flood
Deputy.

MORTGAGE.

This Indenture, Made this 3d day of January, A.D. 1918 between Sarah C. Terrell and Clark Terrell, her husband, of the County of Douglas, and State of Kansas, of the first part, and The Thomas Mortgage Company (a corporation under and by virtue of the laws of Kansas), of Exporia, Lyon County, Kansas, of the second part,

Witnesseth: That said parties of the first part, in consideration of the sum of Three Thousand and No/100 Dollars to them duly paid, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, forever, all of the following-described real estate, situated in the County of Douglas, State of Kansas, to-wit:

The Northeast one-quarter (1/4) of Section
Twenty One (21), Township Thirteen (13), Range
Twenty One (21), east of the 6th P.M.
containing in all 160 acres, more or less.

To have and to hold the same, with all the appurtenances thereto belonging, unto the said party of the second part, its heirs, assigns, or successors, forever; and the said parties 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 from all incumbrance, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. This grant is intended as a mortgage to secure the payment of the sum of Three Thousand and No/100 Dollars, lawful money of the United States, made by said The Thomas Mortgage Company to the said parties of the first part and secured by certain promissory note bearing even date herewith, payable to said The Thomas Mortgage Company, or coupons and date of payment thereof as specified in said note and coupons thereto attached.

Now, if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay; but if said sum of money or any interest thereon is not paid when due, or if any taxes or assessments now or hereafter levied or imposed in said county or state against said real estate or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due

The following is endorsed on the original instrument.

I, John received, I hereby acknowledge full payment of the debt mentioned herein and complete satisfaction of the within mortgage and hereby authorize the same to be discharged of record.

Witness my hand and seal this 3rd day of March, A.D. 1918.

My commission expires June 30, 1919.

By Clark Terrell

Shared Notary Seal

(Seal Seal)

Attest: *Edwin Northrup*

Register of Deeds

Recorded March 20th 1918

Edwin Northrup

Register of Deeds

Attest: *Edwin Northrup*

Register of Deeds

Recorded March 8th 1918

Edwin Northrup

Register of Deeds

Recorded March 8th 1918

Edwin Northrup

Register of Deeds

The following is endorsed on the original instrument. I, John received, I hereby acknowledge full payment of the debt mentioned herein and complete satisfaction of the within mortgage and hereby authorize the same to be discharged of record. Witness my hand and seal this 3rd day of March, A.D. 1918. My commission expires June 30, 1919. By Clark Terrell Shared Notary Seal