

MORTGAGE RECORD NO. 58

Reg. Fee
No. 220.

This Indenture, Made this 14th day of April in the year of our Lord nineteen hundred and twenty, between Russell J. Woodward and Maude Woodward, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Ellen Thacher Emery, Sarah Marguerite Emery and Mary J. Emery of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Four Thousand Dollars (\$4000.00) 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 2nd of the second part their 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:

That portion of the Southwest quarter of Section nineteen (19) Township Thirteen (13), Range Eighteen (18) lying South of Center of the Kansas Creek containing sixty-eight (68) acres more or less.

(The mortgage is given as a part of the purchase price of said premises)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Thousand Dollars according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said part 2nd of the second part payable for 5 years after date with interest at the rate of six (6) per cent per annum, payable semi-annually with the privilege of paying \$100.00 or any multiple thereof at each paying period and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments; 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 2nd of the second part, their 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 sale 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 parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Russell J. Woodward (SEAL)
Maude Woodward (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 22d day of April A. D. 1922, before me, A. E. Hagen a Notary Public in and for said County and State, came Russell J. Woodward and Maude Woodward, his wife 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 October 11 1922.

A. E. Hagen Notary Public.
Estelle Harschup Register of Deeds
Turner Flora Deputy.

Filed for Record the 23 day of April A. D. 1922, at 3:25 o'clock P.M.

The following is endorsed on the original instrument.
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
At witness my hand this 8 day of May A. D. 1922
Ellen Thacher Emery
Sarah Marguerite Emery
Mary J. Emery
About

Examined May 8 1922
Ellen Thacher Emery
Sarah Marguerite Emery
Mary J. Emery
By Ellen Hagan Dep.