

# MORTGAGE RECORD NO. 58

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This Indenture, Made this 7th day of December in the year of our Lord nineteen hundred and one between J. J. Remmer, single and Minnie Phillips, single of Douglas in the County of Douglas and State of Kansas, of the first part, and Rosabelle Riley of the second part:

**WITNESSETH** That the said part ie of the first part, in consideration of the sum of One Thousand (\$1000.00) 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 of 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 East four (4) acres of the south twenty (20) acres of the West half of the southeast quarter of Section No. Nineteen (19) Township No. Twelve (12) Range Twenty (20) East, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ie 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 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 Dollars according to the terms of one certain note this day executed and delivered by the said J. J. Remmer and Minnie Phillips to the said part of of the second part Rosabelle Riley

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 of 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 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 part of making such sale, on demand, to said parties of the first part their 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 the presence of

J. J. Remmer (SEAL)  
Minnie Phillips (SEAL)

STATE OF KANSAS,

Douglas County } ss.

**BE IT REMEMBERED**, That on this 7 day of December A. D. 1911, before me, Myrtle McCannell a Notary Public in and for said County and State, came J. J. Remmer, single and Minnie Phillips, single to me personally known to be the same persons 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 Jan 23 1923 1923 Myrtle McCannell Notary Public.

Filed for Record the 8 day of Dec A. D. 1911, at 10<sup>30</sup> o'clock A.M.  
Estelle Northrup Register of Deeds  
Samuel Glavin Deputy.

Recorded Jan 23 1911

Estelle Northrup  
Register of Deeds  
Samuel Glavin  
Deputy

For Assignment See Book 2, Page 108

PEOPLES STATE BANK