

MORTGAGE RECORD NO. 60

Ref 327 389
475 ✓

This Indenture, Made this first (1) day of December in the year of our Lord nineteen hundred twenty one (1921), between Jessie B. Hefflin and Sam R. Hefflin husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and E. J. Emery of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of nineteen hundred (\$1,900.00) and no 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 second of the second part his 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: beginning at the South East corner of the North West Quarter (NW 1/4) of the South East Quarter (SE 1/4) of Section One (1) Township Thirteen (13) Range Twentieth (19) North along East line of said North West Quarter (NW 1/4) of said South East Quarter (SE 1/4) forty rods (40 R); thence West parallel with the South line of said North West Quarter (NW 1/4) of said South East Quarter (SE 1/4) forty rods (40 R); thence South parallel with the said East line forty rods (40 R) to the South line of said North West Quarter (NW 1/4) of said South East Quarter (SE 1/4); thence East along said South line forty (40 R) to place of beginning, and containing Ten (10) acres.

with all the appurtenances, and all the estate, title and interest of the said part first 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 \$1,900.00 according to the terms of note certain note this day executed and delivered by the said parties of the first part to the said part second of the second part

and this conveyances shall be void if such payments be made as therein 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 second of the second part, his 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 first making such sale, on demand, to said Jessie B. Hefflin, her heirs and assigns.

IN WITNESS WHEREOF, The said part first 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 Jessie B. Hefflin (SEAL) Sam R. Hefflin (SEAL)

STATE OF Kansas } Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of Dec. A. D. 1921, before me, R. E. Melvin a Notary Public in and for said County and State, came Jessie B. Hefflin and Sam R. Hefflin husband and wife to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged 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 5 1922 R. E. Melvin Notary Public.

Filed for Record the 2nd day of Dec. A. D. 1921, at 4:25 o'clock P. M. Estelle D. Guthrie Register of Deeds Deputy.

For Assignment See Book 62 Page 584
For Release See Book 61-638

The following is enforced on the original instrument.

Recorded July 6, 1922