

86718 BOOK 95

MORTGAGE-Standard Form

(No. 52B)

F. J. Bayles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 12th day of October
A. D. 1918, between Harry M. Ashby and Cora H. Ashby, his wifeof Baldwin in the County of Douglas and State of Kansas
of the first part, and L. H. Emmett

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Thirty-five hundred and no/100 ----- DOLLARSto 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 party 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:The East Sixty (60) acres of the South one-half of the Northeast Quarter of Section
Twenty-eight (28) Township Fourteen (14) Range Twenty (20) in Douglas County, Kansas;
also, all that part of the South one-half of the Northwest One-quarter lying West of
County road, less land deeded to Harriolaw, containing 3 acres more or less situated
in Section 27 Township 14, Range 20 Douglas County, Kansaswith all the appurtenances, and all the estate, title and interest of the said parties 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
incumbrancesThis grant is intended as a mortgage to secure the payment of Thirty-five hundred and no/100 -----
Dollars, according to the terms of a certain note this day executed and delivered by the
said parties of the first part to the
said party of the second partand 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 party 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 costs 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

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 presence of

Harry M. Ashby (SEAL)
Cora H. Ashby (SEAL)

STATE OF KANSAS,

DOUGLAS County,



Be It Remembered, That on this 12th day of October A. D. 1918

before me the undersigned, a Notary Public
in and for said County and State, came Harry M. Ashby and Cora H. Ashby,
his wifeto me personally known to be the same persons who executed the within 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.

My Commission Expires June 26 1921

O. M. Hixson
Notary Public