

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BLOOMINGTON, ILL. MAKERS, LAWYERS, ETC.

The following is enclosed in the original instrument
a note which described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
at which time my hand this 13th day of Sept. 1917
James Bergman
att. Hugh Hall
James Bergman Esq. atty in fact

Recorded Sept 22 1917
Hoyd L Lawrence
Register of Deeds

This Indenture, Made this 19th day of September in the year of our Lord nineteen
hundred and four between James J. O'Brien and Edith O'Brien,
his wife, of the Township of Palmyra in the County of
Douglas and State of Kansas, of the first part, and
Samuel Bergman of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand Dollars,
to him 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 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 West half (1/2) of the North East quarter (1/4) of Section Twenty-six (26) in
Township Eleven (11) of Range Twenty (20) in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 inalienable
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 Parties of the first part to the said part of the second part
payable five years after date with interest thereon according to the terms of
said note and coupons thereto attached

and this conveyance shall be void if such payments be made as herein 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 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if
any there be, shall be paid by the part 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 hands and seals the day and year first above
written.
Signed, Sealed and Delivered in Presence of
Jennie Watt James J. O'Brien [SEAL]
Edith O'Brien [SEAL]

STATE OF KANSAS,
Douglas County ss.
BE IT REMEMBERED, That on this 19th day of Sept. A. D. 1917, before me
Jennie Watt a Notary Public in and for said County and State, came
James J. O'Brien and Edith O'Brien, 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 30th Feb 1918 Jennie Watt Notary Public.
Filed for Record the 19th day of September A. D. 1917, at 4²³ o'clock P. M.
A. W. Armstrong Register of Deeds.
By Edw. C. Armstrong Deputy.