

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON CO., Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this Third day of September in the year of our Lord, one thousand and Four between Oscar C. Bjorklund and C. F. Bjorklund both unmarried, sole heirs at law of C. E. Bjorklund deceased, in the County of Douglas and State of Kansas, of the first part, and Wiley and Richardson, Trustees, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred \$700 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 parties of the second part their successors 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 North East Quarter of Section No. Thirty six (36), in Township No. Thirteen (13), South, of Range No. Eleven (11), East of the 5th P. M. Parties of the first part hereby agree to maintain insurance of \$700, on the buildings now or to be erected on said premises for the benefit of the said parties of the second part, their successors or assigns, during the existence of this loan.

with 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said second parties, their successors or assigns, forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of \$700.

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said parties of the second part due in five years from date, with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity or default, at the rate of 10% per cent per annum until fully paid in cash or by sheriff's sale to above described property. 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 parties 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 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 parties 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 Presence of

Oscar C. Bjorklund [SEAL]
C. F. Bjorklund [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County

BE IT REMEMBERED, That on this 3rd day of September A. D. 1921, before me

the undersigned a Notary Public in and for said County and State, came Oscar C. Bjorklund and C. F. Bjorklund both unmarried sole heirs at law of C. E. Bjorklund deceased 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 March 29 1925

Joseph E. Riggs Notary Public.

Filed for Record the 27 day of Sept A. D. 1921, at 5 o'clock P. M.

A. W. Cunningham Register of Deeds.
By E. E. Cunningham Deputy.

This following is Enclosed on the original instrument
The note herein mentioned being fully paid in full the mortgage
is hereby released and the signers of the note and mortgage
are released from the first day of March A.D. 1922.
C. E. Bjorklund, Trustee.

Recorded Mar 6th 1926.
A. W. Cunningham
Register of Deeds.