

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON, Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Eighth day of June in the year of our Lord, Nineteen Hundred and Twelve, between Samuel R. Cook, a single man of the Township of Wakarusa of Douglas and State of Kansas, of the first part, and Helga Bergman of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Thirteen Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents doth 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 South West quarter (4) of Section Twenty-five (25) in Township Thirteen (13) of Range Nineteen (19) in Douglas County, Kansas, being the homestead of the party of the first part.

with all the appurtenances, and all the estate title and interest of the said part of the first part therein. And the said Samuel R. Cook doth hereby covenant and agree that at the delivery hereof he is 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 Thirteen Hundred Dollars according to the terms of one certain Note, this day executed and delivered by the said Samuel R. Cook to the said part of the second part Payable three 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 party making such sale, on demand, to said Samuel R. Cook, his heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jennie WittS. R. Cook

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 8th day of June A. D. 1912, before meJennie Witt

a Notary Public in and for said County and State, came

Samuel R. Cook, a single man,

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 30 Nov. 1915Jennie Witt

Notary Public.

Filed for Record the 9th day of JuneA. D. 1912 at 5 o'clock A. M.A. W. Armstrong
By Edith E. Armstrong Deputy.

Register of Deeds.

The following is endorsed on the original instrument:

This note is in full payment of the mortgage on the premises described herein, and the mortgage is hereby released and the land is free of all incumbrances created thereby.

Witness my hand this 18th day of April A.D. 1908.

Helga Bergman

Recorded April 20-1908.

(A. W. Armstrong)

Register of Deeds.