

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 13th day of June in the year of our Lord, 1909
hundred and five, 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 Louis Bergman

of the second part:
 Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Hundred 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 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 west half (1/2) of the North East quarter (1/4) of Section
Twenty Six (26) in Township Fourteen (14) of Range Twenty (20)
in Douglas County, Kansas.

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 Save and Except a Mortgage of
\$1,500. to said Louis Bergman, of 13th Sept. 1904. And due five
years after date. This Grant is intended as a Mortgage to secure the payment of the sum of
Four Hundred 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 party of the second part
Payable on the 13th day of September 1909. 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 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 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 parties of the first part
 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

Hugh Blair

James J. O'Brien

[SEAL]

Edith O'Brien

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 13th day of June A. D. 1909, before me
Hugh Blair 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(s) 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 18th Dec 1905

Hugh Blair

Notary Public.

Filed for Record the 14th day of June

A. D. 1909, at 4³⁰ o'clock P. M.

Alv. Armstrong

Register of Deeds.

Deputy.

The following is endorsed on the original instrument:
 The note herein specified has been paid in full
 this mortgage is hereby released and the winding up of the same
 is complete. Signed by Louis Bergman 1909
 Attest Hugh Blair
 Recorded Sept 22 1909
 Floyd L. Lawrence
 Register of Deeds.