

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

This Indenture, Made this second day of September in the year of our Lord, nineteen hundred and five, between Bertham Rudiger (widow) of Wakarusa in the County of Douglas and State of Kansas, of the first part, and Frankelhearer of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty five hundred Dollars, to her 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 north half of the south-west quarter of Section Thirty-three (33), Township Twelve (12), Range nineteen (19),

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof she 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

Twenty-five hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Bertham Rudiger to the said part of the second part Payable five years after date with interest at rate of six per cent per annum

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 of making such sale, on demand, to said Bertham Rudiger heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Bertham Rudiger [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 2nd day of September A. D. 1905, before me

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

Bertham Rudiger (widow)

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 Jan. 17th 1907

Alfred Whitman Notary Public.

Filed for Record the 6th day of September A. D. 1905, at 11¹² o'clock A.M.

W. C. Armstrong Register of Deeds.
By C. C. Armstrong Deputy.

1-24 Release See Book 42 Page 330

This mortgage is endorsed on the original instrument. I get note when discharging. If mortgagor can pay in full this mortgage is hereby released and the living part of note is null and void. 1908. W. Whitman, Reg. and this is a copy of note of Sept. 1908.