

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Twenty first day of August in the year of our Lord, Thirteen hundred and Six, between Peter Dreher and Mary E. Dreher his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and D. Gerster of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Three Thousand Six Hundred 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 North west fractional quarter of Section Thirteen (13) Township Thirteen (13) Range twenty, East of 6<sup>th</sup> P. M. in said County and State,

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 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

Thirty Six 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 part of the second part payable three years after date with interest at 6% annually according to Coupons attached to said note

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 part of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

Peter Dreher [SEAL]  
Mary E. Dreher [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of August A. D. 1906, before me

Hugh Blair a Notary Public in and for said County and State, came Peter Dreher and Mary E. Dreher 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 28<sup>th</sup> Dec. 1909

Hugh Blair Notary Public.

Filed for Record the 22<sup>nd</sup> day of Aug. A. D. 1906 at 10<sup>00</sup> o'clock A.M.

Al Armstrong Register of Deeds.  
By Elsie C. Armstrong Deputy.

This note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 21<sup>st</sup> day of August A. D. 1906.

Recorded July 27 1911  
Hazel L. Lawrence  
Reg. of Deeds