

MORTGAGE RECORD No. 45.

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MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25th day of August in the year of our Lord Nineteen
hundred & Eight, between Mary E. Kelly, single of the City
Douglas and State of Kansas, of the first part, and Louis Bergman of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Six hundred and fifty DOLLARS,

to her 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:

All that part of two tracts of land decided to
John H. Rankin July 15th 1895 & Sept. 13th 1896 recorded in B.M. 8 Dicks at page 307 & 308 that page 307 the reads
of Douglas Co. Kansas of which her title & right & day of the Co. 1895, Rankin & Rankin, who is hereby
decided said land of the location & which may still be seen upon said property, excepting thereout & Rankin
certain two acre tract decided by said Rankin to Caroline M. Rankin August 7th 1892. The premises above described being
the land conveyed by said John H. Rankin to Aaron F. Abbott as shown in Book 18 of Deeds at page 377 & the reads
of Douglas Co. said tract as conveyed by Rankin to Abbott contained about four acres of land, further
described as situated in the South west corner of the North east quarter of Section 6 in Township 13 of Range
20 and County of Douglas. This mortgage excepts from said tract a parcel conveyed to Bessie Steinhilber
on the 10th of Feb. 1895. as decided beginning at a point 7.25 chains East of a point 12.62 1/2 chains
South of the south west corner of the North east 1/4 of Sec. 6, Tp. 13, Range 20, thence East
104 ft. South 277 ft. West 104 ft. North and parallel with the west line of said Section 279
to place of beginning said parcel so excepted contains 3/4 of an acre more or less,
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 doth 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 Six hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Party of the first part to the said part of the second part Payable five 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 part making such sale, on demand, to said Party of the first part her, heirs and assigns.

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

Signed, Sealed and Delivered in presence of Mary E. Kelly [SEAL]
Hugh Blair [SEAL]
[SEAL]

STATE OF KANSAS,
County of Douglas } ss.
BE IT REMEMBERED, That on this 25th day of Aug. A. D. 1908, before me,
Hugh Blair a Notary Public in and for said County and State, came
Mary E. Kelly, single
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 28th Dec. 1909 Hugh Blair Notary Public.

Filed for Record the 26th day of Aug. A. D. 1908, at 2 o'clock P. M.
Wm. Armstrong Register of Deeds.
Ray E. Armstrong Deputy.

This note has been described having been paid in full, this mortgage is hereby released and it is hereby created discharged. As witness my hand and seal this 25th day of Aug. A. D. 1908

Registered July 27 1912
Mary E. Kelly
Register of Deeds.
(For Release Dec. 27 1909)