

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 7th day of December in the year of our Lord, one thousand nine hundred and Eight, between Harold Olson and Pauline Olson, his wife, of Kansas City in the County of Jackson, Missouri, and State of Kansas, the first part, and The Wellsboro Bank of Wellsboro, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Forty Five 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 its successors, 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 of Section Ten (10) Township Fifteen (15) Range Twenty one (21)

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 owner(s) of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Wheresoever

This Grant is intended as a Mortgage to secure the payment of the sum of Forty Five Hundred Dollars, according to the terms of one certain coupon note this day executed and delivered by the said parties of the first part to the said party of the second part payable Five years after date with interest at the rate of six per cent per annum payable semi-annually, with the privilege of paying \$100 or any multiple thereof at any interest payment, 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 otherwise on the performance is not kept up thereon, then this conveyance shall become absolute and the whole amount remaining unpaid immediately at the option of the holder, party of the second part, its executors, administrators and assigns, shall become due and payable, and it shall be lawful for the said party of the second part, its 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 sale 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 this heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Harold Olson [SEAL]

Pauline Olson [SEAL]

[SEAL]

STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 7th day of December A. D. 1908, before me,

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

Harold Olson and Pauline Olson 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 17th July 1912.

J. C. Simmons, Notary Public.

Filed for Record the 8th day of Dec. A. D. 1908, at 2⁰⁰ o'clock P. M.

Alv. Grunberg, Register of Deeds.
By Alice C. Armstrong, Deputy.

In consideration of full pay-

ment of the within mortgage

I hereby release the sum of

1st day of April 1908

standing in the account of

Harold Olson & Pauline Olson

ATTEST: *Harold Olson*
Registers of Deeds.

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