

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 2nd day of January in the year of our Lord one thousand nine hundred and nine, between Paul Gruber a widower

of Ossage and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Fifteen Hundred and 70/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2 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 (1/2) of South East quarter (1/4) of Sec. No. Eighteen (18) and S. West fractional quarter (1/4) of Section Eighteen (18) all in Township fourteen (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Paul Gruber do hereby covenant and agree that at the delivery hereof he 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 and that he will warrant and defend the against all claim whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred and 70/100 according to the terms of one certain promissory note this day executed and delivered by the said Paul Gruber to the said part 2 of the second part Payable at The Kansas State Bank Overbrook Kansas as follows to wit: \$5000 dollars on the 2nd day of January 1914 with interest thereon

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 2 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 2 making such sale, on demand, to said Paul Gruber heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Paul Gruber [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Ossage County } ss.

BE IT REMEMBERED, That on this 2nd day of January A. D. 1909, before me, Ja. Kester a Notary Public in and for said County and State, came Paul Gruber a widower

_____ 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 June 23d 1909 Ja. Kester Notary Public.

Filed for Record the 19 day of Jan A. D. 1909, at 9:10 o'clock a M.
Floyd L. Lawrence Register of Deeds.

Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this _____ day of _____, 1914.

Fredrick Martin Westman
Henry Franklin Hartman
Secretary of State

Recorded Jan 28 1914
Floyd L. Lawrence
Register of Deeds.

(and assignment see Prob 417 Page 25)

executors, administrators or assignors