

MORTGAGE RECORD No. 45.

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

The following is endorsed on the original instrument:
 Therein herein described having been paid in full, by _____
 who thereby released discharge. As witness my hand and seal of office this _____ day of _____ A.D. 1909.

Recorded Jan 26th 1910
 Floyd L. Lawrence
 Register of Deeds
 Geo. C. Mager

This Indenture, Made this Twenty third day of January in the year of our Lord 1909
hundred & nine (1909), between August Gausch and Anna Gausch
Gausch, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 2 of the first part, in consideration of the sum of
Eight Hundred (\$800) 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 part 1 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:

South West Quarter (1/4) of South East Quarter (1/4) of
Section No. Twenty (20) Township No. Twelve (12) South
of Range No. Nineteen (19) East of the Sixth Principal
Meridian Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said
August Gausch & Anna Gausch do hereby covenant and agree that
 at the delivery hereof they are the lawful owners 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
\$800. according to the terms of the certain note this day executed

and delivered by the said August Gausch and Anna Gausch to the said part 2 of the second part
due five years after date, Interest at 6% payable annually, at the Merchants
Bank.

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 August Gausch & Anna Gausch heirs
 heirs and assigns.

IN WITNESS WHEREOF, The said part 2 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

August Gausch. [SEAL]

Anna Gausch. [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 27 day of Jan, A. D. 1909, before me,

W. D. Steele a Notary Public in and for said County and State, came
August Gausch and Anna Gausch, 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 June - 20 - 1910

W. D. Steele. Notary Public.

Filed for Record the 27 day of Jan

A. D. 1909, at 2 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
 Deputy.