

MORTGAGE RECORD No. 45.

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

This Indenture, Made this eighth day of February in the year of our Lord ministers hundred & nine between Morris P. Bertholf and Anna Bertholf his wife and Harvey G. Chase of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. M. Neville of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred and twenty and 100/100 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 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:

Begin 5 chains and 57 links west of the south east corner of the south east quarter of north west quarter of section 36, Township 12, range 18, thence west 2 chains 83 links; south one chain and 77 links, east 2 chains 83 links; north one chain and 77 links, to place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Morris P. Bertholf, Anna Bertholf & Harvey G. Chase 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 one hundred and twenty dollars according to the terms of one certain note this day executed and delivered by the said Morris P. Bertholf, Anna Bertholf and Harvey G. Chase of the second part

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 party 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 party making such sale, on demand, to said parties of the first part - their 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

Eli Cremona
J. M. Neville

M. P. Bertholf [SEAL]
Mrs. Anna Bertholf [SEAL]
Harvey G. Chase [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of February A. D. 1909, before me,



J. M. Neville a Notary Public in and for said County and State, came Anna Bertholf and Harvey G. Chase 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 October 14-1911

J. M. Neville Notary Public.

Filed for Record the 12th day of Feb. A. D. 1909, at 10⁰⁰ o'clock A. M.

J. J. Lawrence Register of Deeds.
Deputy.

Recorded March 11/1909. This filing is entered on the original instrument. The mortgage is hereby released and the lien hereby extinguished. The mortgagee hereby certifies that the mortgagee has received the full amount of the principal and interest due on the mortgage and that the mortgagee has no further claim against the mortgagor. J. M. Neville, Notary Public, Douglas County, Kansas, my commission expires March 14, 1911.

The mortgage following is registered on the original instrument. The mortgage is hereby released and the lien hereby extinguished. The mortgagee hereby certifies that the mortgagee has received the full amount of the principal and interest due on the mortgage and that the mortgagee has no further claim against the mortgagor. J. M. Neville, Notary Public, Douglas County, Kansas, my commission expires March 14, 1911.