

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

This Indenture, Made this 15<sup>th</sup> day of September in the year of our Lord nineteen  
hundred and nine, between James J O'Brien and Edith  
O'Brien, his wife, of the Township of Douglas in the County of  
Douglas and State of Kansas, of the first part, and  
Louis Begmann of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Fifteen 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, 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 West half (1/2) of the North-east quarter (1/4)  
of Section Twenty-six (26) in Township Fourteen (14) of Range  
Twenty (20) in Douglas County, Kansas

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 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  
Fifteen hundred Dollars  
 according to the terms of one certain note this day executed.

and delivered by the said Parties of the first part to the said party of the second part  
payable on the 13<sup>th</sup> day of December 1914 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 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  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of  
Hugh Blair James J O'Brien [SEAL]  
Edith O'Brien [SEAL]  
 [SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of Sept A. D. 1909, before me,

Hugh Blair a Notary Public in and for said County and State, came  
James J O'Brien and Edith O'Brien,  
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 28 Dec 1909 Hugh Blair Notary Public.

Filed for Record the 21 day of Sept A. D. 1909, at 4<sup>50</sup> o'clock P. M.

Floyd L Lawrence Register of Deeds.  
 Deputy.

The facts herein described having been paid in full, this mortgage is hereby released and all liens thereon are hereby released. At witness my hand this 15th day of September, A. D. 1909.

Received - Sept 20<sup>th</sup> 1909

- Edith O'Brien

- Louis Begmann

- Hugh Blair