

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twentieth day of October in the year of our Lord Nineteen
hundred and nine, between Cesar Baer and Mary D. Baer his
wife of Vinland in the County of
Douglas and State of Kansas, of the first part, and
Peter H. Hecker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two hundred and fifty 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:

Being Lot number thirty-one (31) in the town of Vinland
in the County of Douglas and State of Kansas as surveyed on
the 29th day of April A.D. 1884 and platted by Alva H. Benson
County Surveyor of 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
Cesar Baer and Mary D. Baer his wife 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
Two hundred and fifty Dollars
 according to the terms of a certain note this day executed
 and delivered by the said Cesar Baer and Mary D. Baer his wife to the said party 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 parties making such sale, on demand, to said Peter H. Hecker his
 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

Cesar Baer [SEAL]
Mary D. Baer [SEAL]
 [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 20th day of Oct A. D. 1909, before me,

Cesar Baer and Mary D. Baer (his wife)
 a Notary Public in and for said County and State, came
L. L. to me personally known to be the same
 persons 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 Nov. 11th 1911 A. S. Kennedy Notary Public.

Filed for Record the 22 day of Oct A. D. 1909, at 8⁰⁰ o'clock A. M.

Thos L. Lawrence Register of Deeds.
 Deputy.

One following is endorsed on the original instrument
 This note herein described having been paid in full, this mortgage is hereby released and the
 same hereby created discharged. As witness my hand this 20th day of October A. D. 1909
Peter H. Hecker

Recorded July 26 1911
 Thos L. Lawrence
 Deputy Register of Deeds

The following is endorsed on the original instrument
 The note herein described having been paid in full, this mortgage is hereby released and the

Recorded July 26 1911