

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this thirtieth day of November in the year of our Lord Nineteen hundred and ten, between William F. Kahle, Herman H. Kahle, August Kahle and Herman C. Kahle, known as Kahle Brothers of Wakarusa Township in the County of Douglas and State of Kansas, of the first part, and

George W. Shearer of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand DOLLARS, to them lawfully paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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:

Lots one (1) two (2) Three (3) and four (4) in Section thirteen (13)-Township Twelve (12) South of range No. nineteen (19) east of the sixth Principal Meridian, except the south forty (40) rods of South west Quarter of South West quarter of said section No. thirteen (13) and right of way of Railroad through said section and except eleven and 21/100 granted to A.T. & S. Railroad co. for right of way July 12, 1910

with all the appurtenances, and all the estate, title and interest of the said parcels of the first part therein. And the said William F. Herman H. August & Henry C. Kahle 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 Thousand Dollars according to the terms of one certain note this day executed and delivered by the said William F. Herman H. August & Henry C. Kahle to the said part 2nd 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 part 2nd 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 2nd making such sale, on demand, to said August and Henry C. Kahle heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

William F. Kahle (SEAL)  
Herman H. Kahle (SEAL)  
August Kahle (SEAL)  
Henry C. Kahle (SEAL)

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 30 day of November A. D. 1910, before me, W. E. Hazen a Notary Public in and for said County and State, came William F. Kahle, Herman H. Kahle, August Kahle and Henry C. Kahle 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 Oct 11 1914 W. E. Hazen Notary Public.

Filed for Record the 30 day of Nov A. D. 1910, at 3<sup>05</sup> o'clock P. M.

Flavel L. Lawrence Register of Deeds.  
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created extinguished. As witness my hand this 30th day of November A. D. 1910.

George W. Shearer

Recorded Aug 30 1912  
Flavel L. Lawrence  
Register of Deeds