

This Indenture,

Made this thirteenth day of February in the year of our Lord, one thousand nine hundred and ten between Carl Boerhischer and Lena Boerhischer, his wife,

of Douglas in the County of Douglas and State of Kansas, of the first part, and Frank H. Hamblin & Mary D. Wright, for Mary D. Wright, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine hundred (\$900.) 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 parties of the second part their representatives 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 South East Quarter of the North West Quarter of Section No. Thirty-five (35), one Township No. Thirteen (13), South, of Range No. Eighteen (18), East of the 6th P. M. less eight feet along the South side thereof used as a right-of-way;
Parties of the first part hereby agree to maintain insurance of \$500 on the building now on or to be erected on said premises for the benefit of said second parties, their legal representatives or assigns, during the existence of this loan.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Carl Boerhischer and Lena Boerhischer 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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Nine Hundred (\$900.) DOLLARS, according to the terms of one certain mortgage note this day executed by the said Parties of the first part

to the said parties of the second part. Said note being given for the sum of Nine Hundred (\$900.) DOLLARS, dated February 19th 1910 due and payable in five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Five Hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties of the second part their representatives heirs and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the parties of the second part their representatives heirs and assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale on demand, to the said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Carl Boerhischer (SEAL)
Lena Boerhischer (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1910, before me the undersigned a Notary Public in and for said County and State came Carl Boerhischer and Lena Boerhischer, his wife, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Oct. 21 1912 H. B. Henry Albach Notary Public

Filed for Record the 26th day of Feb A. D. 1910, at 3 o'clock P.M.

By Minnie A. Lawrence Deputy Floyd L. Lawrence Register of Deeds.

See Release on Book 57, page 574