

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers 1445 Beech St. Phila.

This Indenture, Made this 22nd day of February in the year of our Lord nineteen  
hundred and eleven, between John W. Hunterman and Nellie Hunterman  
husband and wife of Adams P. M. No 2 in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_  
\_\_\_\_\_ of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Two Thousand & no/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 part two 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 fifty acres (50a) of the south one hundred acres (100a) of the south east fourth ( $\frac{1}{4}$ ) section twelve (12) township fifteen (15) range eighteen (18) and the south east fourth ( $\frac{1}{4}$ ) of the south west fourth ( $\frac{1}{4}$ ) of section twelve (12) township fifteen (15) range eighteen (18) east of the sixth P. M.

with all the appurtenances, and all the estate, title and interest of the said part two 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 Two thousand & no/100 (\$2000<sup>00</sup>) —  
according to the terms of One certain promissory — this day executed  
and delivered by the said parties of the first part to the said part 2 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 surplus, 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 party all of the first part have hereunto set their hands and seals the day and year first above written.

*Signed, Sealed and Delivered in presence of*

STATE OF KANSAS,

Franklin County } ss.

BE IT REMEMBERED That on this 22 day of February, A. D. 1911, before me, Ed Hill, a Notary Public in and for said County and State, came John W. Wintermantel and Nellie Wintermantel 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 June 28 1914

Filed for Record the 24 day of Febry A. D. 1911, at 9<sup>00</sup> o'clock 9 M.

Floyd L Lawrence Register of Deeds.  
Deputy

This folio may be compared to the original instrument.

Recorded Jan, 16<sup>th</sup> 1914

The note herein described having been paid-in-full, this money is hereby released and the  
 thereon hereby certified discharged. As witness my hand this 2nd day of February, A. D. 1912

Fred. Leine

Register of Deeds.  
Geo. C. Mangel & Co.

Thereby created discharged. As witness my hand this 22nd day of September, A.D. 1912.

Recorded - Dec 14 1910