

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 5th day of August in the year of our Lord One thousand nine hundred and ten, between Albert A. Webber and Jessie, his wife of Marion Gap in the County of Douglas and State of Kansas, of the first part, and H. F. Hartman of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Fourteen hundred Fifty & No 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 second 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 North half 1/2 of the North East quarter (4) (Less 20 acres ten acre (100) tract out of South East Corner of said 80 acres) of Fifteen (15) Township Fourteen (14) Range Eighteen (18) East of 6th T.M. containing 70 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Albert A. Webber and Jessie, 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 Fourteen hundred Fifty & No Dollars according to the terms of one certain promissory note this day executed and returned by the said Albert A. and Jessie Webber to the said part second 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 second 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 first making such sale, on demand, to said Albert A. and Jessie Webber heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Albert A. Webber [SEAL]  
Jessie Webber [SEAL]

STATE OF KANSAS,

County of Osage } ss.

BE IT REMEMBERED, That on this 5th day of August A. D. 1910, before me,

Albert A. Webber and Jessie Webber, his wife a Notary Public in and for said County and State, came

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 July 27 day of June 1911

J. A. Steiner  
Notary Public.

Filed for Record the 25 day of March A. D. 1911, at 9 o'clock 9 M.

Thoyd L. Lawrence Register of Deeds.  
Deputy.

The following is endorsed on the original instrument.  
The within Mortgage, having been paid in full, it is hereby released and the original instrument, this 27th day of June, A. D. 1911  
Henry F. Hartman

For assignment see Book 51, Page 449

Recorded Aug 1st 1921

C. L. D. D. D. D.

The following is endorsed on the original instrument.  
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Henry F. Hartman