

# MORTGAGE RECORD No. 49.

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

This Indenture, Made this 13<sup>th</sup> day of February in the year of our Lord 1914  
Hundred and Eleventh (1911), between George C. Humberger and Alma Humberger  
Wife of William B. Humberger, Gotthold Humberger of Douglas in the County of  
Douglas and State of Kansas, of the first part, and  
Edmund R. Alpert of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Eight Hundred 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:

The N<sup>W</sup> of the N.E. 1/4 Sect 19, Tp 14 Rg 19 E of 6th P.M. less a strip in the N.W. corner  
thereof 52 rods long, East and West by 7 rods wide north and south, also the W 1/2 of SW  
Sect 17, Tp 14, Rg 19 E of 6th P.M. less strip 22 rods wide North and South by 80 rods  
East & West off the North end thereof, also Beginning at the N.W. corner of the N.W. 1/4  
Sect 20, Tp 14, Rg 19 E of 6th P.M. thence south 80 rods, thence east 45 rods to a branch,  
thence northerly down said branch to the north line of said section thence west 76 rods  
to the place of beginning also beginning at the S.E. corner of the S.E. 1/4 of sect 18 Tp  
14, Rg 19, E of 6th P.M. thence North 40 rods, thence West 15 rods, thence South 40 rods  
thence East 13 rods to the place of beginning 4 1/2 acres more or less,

with all the appurtenances, and all the estate, title and interest of the said parties 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 infeasible  
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  
Eight Hundred Dollars  
according to the terms of and certain note this day executed  
and delivered by the said parties of the first part 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 party making such sale, on demand, to said parties of the first part, their  
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

George C. Humberger [SEAL]  
Alma Humberger [SEAL]  
Wm B. Humberger [SEAL]  
Gotthold Humberger

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1914, before me,  
The undersigned a Notary Public in and for said County and State, came  
George C. Humberger, Alma Humberger his wife,  
Wm B. Humberger and Gotthold Humberger 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 11th 1914

J. B. Harris Notary Public.

Filed for Record the 31st day of April A. D. 1914, at 8<sup>30</sup> o'clock P. M.

Alfred L. Lawrence Register of Deeds.  
R. M. Mc Connell Deputy.

The seal herein described having been paid in full, this mortgage is hereby released and the  
lien hereby created discharged. As witness my hand this 13<sup>th</sup> day of February, A. D. 1914.

Edmund R. Alpert

J. B. Harris

Recorded February 10 1914

Alfred L. Lawrence

Register of Deeds