

MORTGAGE RECORD No. 49.

1711

MORTGAGE STANDARD FORM. "GARITE CO. PRINTERS, INDIAN AND BLACK BOOK MAKERS, LAWRENCE, KAN."

This Indenture, Made this Fifth day of July in the year of our Lord nineteen
hundred Eleven, between Clarence O. Foster and Martha H. Foster (his wife)
Douglas and State of Kansas, of the first part, and Adam Schwein of Lawrence
Douglas Co. Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Seventeen Hundred (\$1700.00) No. DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, has 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 East half of the West 15 acres of quarter of section No 5
in Township No 13, South of Range 7 or 20 East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Clarence O. Foster and Martha H. Foster (his wife) to—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
Seventeen Hundred Dollars
according to the terms of a certain note this day executed
and delivered by the said Clarence O. Foster and Martha H. Foster (his wife) 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 Clarence O. Foster and Martha H. Foster
his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Clarence O. Foster [SEAL]
Martha H. Foster [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of July A. D. 1911, before me,



E. B. Conemeyer Notary Public in and for said County and State, came
Clarence O. Foster and Martha H. Foster, his wife

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 Dec 26 1914

E. B. Conemeyer
Notary Public.

Filed for Record the 5 day of July A. D. 1911, at 11 o'clock A M.

Lloyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the
lien hereby created discharged. As witness my hand this 12th day of July A. D. 1911.

Recorded July 14 1911
Lloyd L. Lawrence
Register of Deeds