

# MORTGAGE RECORD No. 49.

175

MORTGAGE STANDARD FORM. GASTLE CO., CHICAGO, ILLINOIS AND MADE FROM SIXTEEN CENTS PER PAGE.

This Indenture, Made this Twelfth day of July in the year of our Lord nineteen  
hundred eleven, between Clarence O Foster and Martha H  
Foster (his wife) of Laurens in the County of  
Douglas and State of Kansas, of the first part, and Adam Schwein of Laurens  
Douglas County Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Seventeen Hundred & no (\$1700) 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 first one half of the first 15 acres of the north east quarter  
of the Northwest quarter section number 5 in township number 13  
range number 20, being 7 and 1/2 acres more or less, in Douglas  
County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Clarence O Foster and Martha H Foster (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  
Seventeen Hundred Dollars  
according to the terms of a certain promissory 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

bearing interest at 7 percent per annum, interest payable semi-annually on January  
1st and July 1st, privilege of paying any part of the principal at any interest paying time

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 of the second part, making such sale, on demand, to said Clarence O Foster and Martha H Foster, their  
heirs and assigns.

IN WITNESS WHEREOF, The said party 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

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

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of July A. D. 1911, before me,

E. B. Cronmeyer a 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 26th 1911

E. B. Cronmeyer  
Notary Public.

Filed for Record the 14 day of July A. D. 1911, at 12 o'clock A. M.

Floyd L Lawrence Register of Deeds.  
Deputy.

The following is addressed on the original instrument:  
May this mortgage be discharged. As witness my hand this 12th day of July, A. D. 1911.  
Adam Schwein

Recorded May 16 1913  
Floyd L Lawrence  
Register of Deeds.