

# MORTGAGE RECORD No. 49.

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

This Indenture, Made this 2<sup>nd</sup> day of August in the year of our Lord nineteen hundred & eleven, between E. H. Kraus and Maggie Kraus his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Michael Hasberger of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Two Thousand 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 2<sup>d</sup> 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 South half (1/2) of the North East Quarter (1/4) of Section Number Twenty-five (25) Township Thirteen (13) Range Twenty (20) containing eighty (80) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said E. H. Kraus & Maggie Kraus 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 \$ 2000 according to the terms of a certain note this day executed and delivered by the said E. H. Kraus & Maggie Kraus to the said part 2<sup>d</sup> of the second part payable on or before first day of January with interest thereat 4% payable annually after date

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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said E. H. Kraus & Maggie Kraus, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> 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  
E. H. Kraus [SEAL]  
Michael Hasberger [SEAL]  
Mrs. Maggie Kraus [SEAL]

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of August A. D. 1911, before me, G. F. Richards a Notary Public in and for said County and State, came E. H. Kraus and Maggie Kraus, 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 April 6 1914 G. F. Richards Notary Public.

Filed for Record the 8 day of Aug A. D. 1911, at 9<sup>20</sup> o'clock 9 M.  
Floyd L. Lawrence Register of Deeds.  
Deputy.

Recorded March 5 1913  
644 d Lawrence  
Register of Deeds.

This note has been described having been paid in full. This mortgage is hereby released and the same hereby created discharged. A witness my hand this 2<sup>nd</sup> day of December, A. D. 1911.  
Michael Hasberger  
Andrew Smith