

MORTGAGE RECORD No. 49.

2271

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

Nineteen
in the County of

of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
the County of Douglas,

is Just

said
covenant and agree that
a good and indefeasible

he payment of the sum of

art. of the second part
in payable

ment, or any part thereof,
te, and the whole amount
administrators and assigns, at
of all the moneys arising
making such sales, and the

day and year first above

[SEAL]
[SEAL]
[SEAL]

D. 1911, before me,
County and State, came

ly known to be the same
ame.
Official seal on the day and

Notary Public.

M.
Register of Deeds.
Deputy.

This Indenture, Made this Twentieth day of September, in the year of our Lord Nineteen
Hundred and Eleven, between Martin H. Hertzog and Callie Hertzog
wife Douglas and State of Kansas, of the first part, and
Mary Nolan of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of
Five hundred DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do—grant, bargain, sell and mortgage
to the said part of the second part her 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 East quarter (1/4) of North East quarter (1/4) Section Eleven (11)
Township Fourteen (14) Range Eighteen (18) Excepting the East Ten (10) acres
thereof also except a tract of 5 acres in a square form in South West Corner
of said South East quarter of North East quarter of said Section Eleven (11) also 9 the
South Ten (10) acres of North East quarter of North East quarter
of Section Eleven also begin at the North East Corner of west half of North East
quarter of Section Eleven (11) Township Fourteen Range Eighteen (18) thence west 248 feet
South 7 one degree 15 minutes West seven hundred and seventy and seven tenths feet
East Three hundred Ninety and six tenths feet North seven hundred and eighty seven
and four tenths feet to place of beginning all in Township Fourteen (14) Range
Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said
Martin H. Hertzog and Callie Hertzog 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
Five Hundred Dollars
according to the terms of one certain Note, Ten Cents this day executed
and delivered by the said Martin H. Hertzog and Callie Hertzog to the said part of of the second part
her heirs and assigns

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 of of the second part, her 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 of making such sale, on demand, to said Martin Hertzog - his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Martin H. Hertzog [SEAL]
Callie Hertzog [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED That on this 20 day of September A. D. 1911, before me,



John M. Newlin
Martin H. Hertzog and Callie Hertzog
a Notary Public in and for said County and State, came

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 March 10 1915

John M. Newlin
Notary Public.

Filed for Record the 20 day of Sept A. D. 1911, at 4 47 o'clock P.M.

Mayd L. Lawrence
Register of Deeds.
Deputy.