

MORTGAGE RECORD No. 49.

3071

MORTGAGE STANDARD FORM. Gazette Co. Printers, Moline and Mack Book Makers, Lawrence, Kas.

This Indenture, Made this Second day of January in the year of our Lord nineteen
hundred and Twelve, between R. H. Nicholson, and Anna Nicholson,
his wife, of the Township of Douglas of Nebraska in the County of
Douglas and State of Kansas, of the first part, and

Charles Thudium

of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of
Twenty-four 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 part us 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 following described tract of land in Lot No. 3, of Section No. 32 in Town-
ship No. 12 South of Range No. 20 east of the 6th P.M., beginning at the S.E. corner of said
Lot No. 3 thence West 7 chains and 50 links to a stone; thence North 25 chains and 50 links
to a stone on the bank of the Kansas River; thence South 86 1/2 degrees east 7 chains and 52 links
to a stone at the N.E. corner of Lot No. 3; thence South 27 chains to the place of beginning,
the whole tract containing 20 5/100 acres and the tract hereby conveyed 10 acres more or less,
Also all that part of the South-west Quarter (1/4) of Section Thirty-two (32) in Township Twelve
(12) of Range Twenty (20) lying North and east of the Right of way as now located, of the
Atchison, Topeka & Santa Fe Railroad Company, the same being in triangular form, and containing
4 39/100 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part us 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 owner 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
Twenty-four hundred Dollars
according to the terms of One certain Note this day executed
and delivered by the said Parties of the first part to the said part us of the second part
Payable five years after date with interest thereon according
to the terms of said note and coupons thereto attached

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 us 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 us making such sale, on demand, to said Parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

Hugh Blair

R. H. Nicholson [SEAL]

Anna Nicholson [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of Jan A. D. 1912, before me,

Hugh Blair
R. H. Nicholson and Anna Nicholson, his wife
a Notary Public in and for said County and State, came

to me personally known to be the same
person/s 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 28 Dec 1913

Hugh Blair
Notary Public.

Filed for Record the 23 day of Jan A. D. 1912, at 4 o'clock P.M.

Floyd L. Lawrence Register of Deeds.

Deputy.

This Indenture is returned on the original instrument(s) and the role herein described having been paid in full, this mortgage is hereby released and the said parties are discharged. The release may be found in the original instrument(s) on file in the office of the Register of Deeds, Douglas County, Kansas, on January 2, 1912.

Recorded Jan 2 1912

Floyd L. Lawrence
Register of Deeds,
Douglas County, Kansas