

MORTGAGE RECORD No. 49.

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

This Indenture, Made this twenty third day of February in the year of our Lord 1912
hundred and eleven, between Albert M. Rundle and Mary Rundle
his wife of Douglas in the County of
H. F. Hartman and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of
Seven Thousand 700/100 DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage
 to the said part first 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 North West Quarter (1/4) of Section Sixteen (16); the South West Quarter (1/4) of Section Eight
(8) and the East Half of the North West Quarter (1/4) of Section Seventeen (17) all in Township
Sixteen (16), Range Eighteen, (18) East of the Sixth P.M. being 400 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part first 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
\$7000.00
 according to the terms of one certain promissory note this day executed
 and delivered by the said parties of the first part to the said part first 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 part first 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 first making such sale, on demand, to said parties of the first part, their
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Albert M. Rundle [SEAL]
Mary Rundle [SEAL]
 _____ [SEAL]

STATE OF KANSAS,
Douglas Kansas } ss.

BE IT REMEMBERED, That on this 23d day of February A. D. 1912, before me,

J. A. Hesler a Notary Public in and for said County and State, came
Albert M. Rundle and Mary Rundle
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 June 23 1915

J. A. Hesler Notary Public.

Filed for Record the 2 day of March A. D. 1912, at 9 o'clock a. M.

Lloyd L. Lawrence Register of Deeds.
 _____ Deputy.

This instrument is subject to the provisions of the Act of March 2, 1909, Chapter 20, Laws of Kansas, and the Act of March 2, 1909, Chapter 20, Laws of Kansas, and the Act of March 2, 1909, Chapter 20, Laws of Kansas.

Recorded by 201 44
 Entered by 10/1/12