

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers. Underwood Book Mfg. Co. Lawrence, Kan.

This Indenture, Made this Second day of March in the year of our Lord one thousand nine hundred and twelve, between Oluf J. Berger, unmarried, of Waterville in the County of Marshall and State of Kansas, of the first part, and Mrs. S. C. Kilmore of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 fractional North Half (1/2) of the South West Fractional Quarter (1/4) of Section number Eleven (11), Township number Thirteen (13), Range number Twenty (20), County and State aforesaid, containing Twenty (20) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Oluf J. Berger do hereby covenant and agree that at the delivery hereof he is 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 Two thousand Dollars according to the terms of one certain Coupon Note this day executed and delivered by the said Oluf J. Berger to the said party 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 party 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 party making such sale, on demand, to said Oluf J. Berger, his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Oluf J. Berger [SEAL]

STATE OF KANSAS, Missouri County of Jackson SS.

BE IT REMEMBERED, That on this 1st day of March A. D. 1912, before me, Ruth Nile a Notary Public in and for said County and State, came Oluf J. Berger a single person

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 July 27, 1913 Ruth Nile Notary Public.

Filed for Record the 6 day of March A. D. 1912, at 9 o'clock A. M. Floyd L. Lawrence Register of Deeds. Deputy.

This instrument is returned on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this second day of March A. D. 1912.  
John J. Kilmore  
Ruth Nile,  
Notary Public.  
Recorded May 17 1915  
Floyd L. Lawrence  
Register of Deeds  
Chas. E. Meyer  
For Assignment see Book 51, Page 503