

MORTGAGE RECORD No. 49.

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

ord nineteen
is wife, of
in the County of
of the second part:
consideration of the sum of
DOLLARS,
t, bargain, sell and mortgage
d in the County of Douglas,
and the South
rence, said
at five, XXX
ny or compan-
to said mort-
der of mort-
to draw inter-

the said
erely covenant and agree that
d of a good and indefeasible

ure the payment of the sum of

id part Y of the second part
s of said note

payment, or any part thereof,
bsolute, and the whole amount
administrators and assigns, at
out of all the moneys arising
of making such sales, and the
first part,

S the day and year first above

[SEAL]

[SEAL]

[SEAL]

A. D. 1912, before me,
or said County and State, came

ersonally known to be the same
the same.

my official seal on the day and

att Notary Public.

ock P. M.

Register of Deeds.

Deputy.

This mortgage is returned on the original instrument.

The said property described herein being paid in full, this mortgage is hereby released and the

same money is hereby discharged. At witness my hand this 22nd day of October, A. D. 1912.

Robert C. Gilmore

Notary Public

This Indenture, Made this First day of March in the year of our Lord Nineteen
hundred and twelve, between Oluf J. Berger, unmarried,

of Waterville in the County of
Marshall and State of Kansas, of the first part, and
S. C. Gilmore, of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of
Seventy Three Hundred (\$7,300.00) DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage
to the said part Y 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 half (1/2) of the Northwest Quarter (1/4) and the North Thirty Five (35) acres of the
West Half (1/2) of the South West Quarter (1/4) and the North Forty Five (45) acres of the East
Half (1/2) of the South West Quarter (1/4) all in Section number Twelve (12), Township number
Thirteen (13), range number Twenty (20), county and State aforesaid, containing One Hundred
and Sixty (160) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said
Oluf J. Berger does hereby covenant and agree that
at the delivery hereof he is the lawful owner of the premises, above granted, and seised 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
\$7,300.00

according to the terms of one certain note this day executed
and delivered by the said Oluf J. Berger to the said part Y of the second part
five years after date with interest at the rate of 6% per annum payable annually from date
until paid

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 Y 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 Y making such sale, on demand, to said Oluf J. Berger, his
heirs and assigns.

IN WITNESS WHEREOF, The said part Y 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]

[SEAL]

[SEAL]

Missouri
STATE OF MISSOURI, } ss.
Jackson County

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

(L. S.) Oluf J. Berger, a single man

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 Feb. 27, 1913 Ruth Kile Notary Public.

Filed for Record the 11th day of March A. D. 1912, at 2:10 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

(For assignment see Book 51, Page 502)