

## MORTGAGE RECORD No. 49.

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

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

The State Bank of Home City of the second part:

**Witnesseth**, That the said part Y of the first part, in consideration of the sum of  
Thirty Seven Hundred DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, ha s sold, and by these presents do es grant, bargain, sell and mortgage  
 to the said part Y of the second part their 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 North West 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. All in Section Twelve (12) Township  
Thirteen (13) Range Twenty (20) county and State aforesaid, containing 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 do es 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 except a mortgage of \$7300. given to S. C. Gil  
more or even date herewith, payable five years from date

This Grant is intended as a Mortgage to secure the payment of the sum of  
\$3700.00

according to the terms of Two certain Notes this day executed  
 and delivered by the said Oluf J. Berger to the said part Y of the second part  
payable five years, One note for \$2000. and one note for \$1700, interest 7% annually

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 their 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 ha s 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]

## STATE OF KANSAS,

} ss.

Marshall County

BE IT REMEMBERED, That on this 4<sup>th</sup> day of March A. D. 1912, before me,  
J. W. Thompson a Notary Public in and for said County and State, came  
Oluf J. Berger, a single man

(L.S.)

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 May 8, 1915

J. W. Thompson Notary Public.

Filed for Record the 11th day of March A. D. 1912, at 2:15 o'clock P.M.

Floyd L. Lawrence Register of Deeds.  
 Deputy

The form is returned to the original owner.

This mortgage is subject to the original mortgage.

Recorded 1st 1912

State of Kansas