

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 20th day of February in the year of our Lord, nineteen  
hundred and twelve, between Isaac B. Garst, a widower  
 of G. B. Lauderdale in the County of

Dade and State of Florida, of the first part, and  
A. Kessler of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of  
Three Hundred (\$300.00) DOLLARS,  
 to him 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 2 of the second part 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 (1/2) of the South East Quarter (1/4) of Section No. Eight  
ten (18) Township Eighteen (18) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said  
part 1 of the first part 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  
Three hundred dollars  
 according to the terms of one certain promissory note executed  
 and delivered by the said Isaac B. Garst to the said part 2 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 2 of the second part, 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 2 making such sale, on demand, to said Isaac B. Garst, his  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1 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

D. E. Peeples

Edwin S. Myers

Isaac B. Garst [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Dade County } ss.

BE IT REMEMBERED, That on this 20 day of February A. D. 1912, before me,

D. E. Peeples a Notary Public in and for said County and State, came

Isaac B. Garst.

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.

Commission Expires November 22 1915

D. E. Peeples Notary Public,  
State of Florida

Filed for Record the 13 day of March A. D. 1912 at 9 o'clock 9 M.

loyd L. Lawrence Register of Deeds,  
Deputy

The following is referred to on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand this 20th day of February A. D. 1912.

Exec. by March 7th 1916  
Wm. S. Lawrence  
Chas. B. Lawrence