

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this Eleventh day of April in the year of our Lord nineteen  
hundred twelve, between Henry Hagenbuch and Mary Hagen-  
buch, his wife of Endora in the County of  
Douglas and State of Kansas of the first part, and

Willeseth, That the said part vs of the first part, in consideration of the sum of  
Three Hundred DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have 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:

Lot Number One (1) in Block Number One Hundred  
and Forty-six (146) in the City of Endora, County and  
State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said  
Henry Hagenbuch and Mary Hagenbuch hereby covenant and agree that  
 at the delivery hereof they are the lawful ownerS 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 note this day executed  
 and delivered by the said Henry Hagenbuch & Mary Hagenbuch to the said party of the second part  
payable two years from date, with interest at the rate of  
6% per annum, payable 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 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 Henry Hagenbuch & Mary Hagenbuch their  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Henry Hagenbuch [SEAL]  
Mary Hagenbuch [SEAL]  
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.BE IT REMEMBERED, That on this 11 day of April A. D. 1912, before me,

E. J. Richards a Notary Public in and for said County and State, came  
Henry Hagenbuch and Mary Hagenbuch, his wife  
 to me personally known to be the same  
 persons 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 April 1 1914E. J. Richards Notary Public.Filed for Record the 15 day of April A. D. 1912, at 9:45 clock a M.

May L. Lawrence Register of Deeds.  
 Deputy.

(The following is endorsed on the original instrument)

The note herein described, has been duly paid and the same is hereby released and the lien thereby created discharged. An witness my hand this 11 day of April A. D. 1912

Recorded Jan 26 1914

Notary Public in and for the State of Kansas  
 E. J. Richards

For Release See Book 63 Page 328