

MORTGAGE RECORD No. 49.

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

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Notary Public.  
M.  
Register of Deeds.  
Deputy.

This Indenture, Made this 10th day of August in the year of our Lord one thousand and twelve, between Edward J. Deister and Missie C. Deister his wife of the Township of Kanawaka in the County of Douglas and State of Kansas, of the first part, and J. E. Desbins of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty one 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 his 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 Northwest fractional quarter (1/4) of Section No. 31 in Township No. 12 of Range No. 15, said County and State, less one acre sold to Clark Swedley recorded in Deeds Book 75 at Page 251 of Records of said County, also less two acres sold to J. L. McAlister recorded in Deeds Book 79 at Page 616, also less one-half acre sold to John Kraft recorded in Deeds Book 85 at Page 259, also less one acre sold to James E. Smith recorded in Deeds Book 85 at Page 356 and also less one acre sold to John A. Rake recorded in Deeds Book 95 at Page 456.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Parties of the first part do 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 Twenty-one hundred Dollars according to the terms of One certain note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable one year after date with interest thereon according to terms of said note and coupons thereto attached

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, his 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 Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of  
Jennie Watt Edward J. Deister [SEAL]  
Missie C. Deister [SEAL]

STATE OF KANSAS, } ss.  
Douglas County  
BE IT REMEMBERED, That on this 10th day of Aug A. D. 1912, before me, Jennie Watt a Notary Public in and for said County and State, came Edward J. Deister and Missie C. Deister his wife 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 30 March 1916 Jennie Watt Notary Public.

Filed for Record the 12 day of Aug A. D. 1912, at 2:50 o'clock P. M.  
Floyd L. Lawrence Register of Deeds.  
Deputy.

Recorded Aug 9 1912  
Floyd L. Lawrence  
Register of Deeds  
Douglas County