

## MORTGAGE RECORD No. 49.

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

Reg. Fee # 365

This Indenture, Made this 3<sup>rd</sup> day of March in the year of our Lord one thousand  
twelve hundred thirteen, between Joseph P. Brubaker and Clara  
L. Brubaker, his wife of Baldwin in the County of

Douglas and State of Kansas, of the first part, and

Bertel F. Foster and Ellen E. Foster, his wife of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of  
Eighteen hundred no/00 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 part is 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 North half (1/2) of the West West Quarter (NW 1/4) of  
Section Ten (10) Township Fifteen (15) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said  
Joseph P. Brubaker and Clara L. Brubaker 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  
Eighteen hundred dollars

according to the terms of one certain note this day executed

and delivered by the said Joseph P. Brubaker and Clara L. Brubaker to the said part is of the second part  
five years after date with 6% interest 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 part is 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 is making such sale, on demand, to said Bertel F. Foster and Ellen E. Foster  
 heirs and assigns.

IN WITNESS WHEREOF, The said part is 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

Joseph P. Brubaker [SEAL]

Clara L. Brubaker [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 3 day of March A. D. 1913, before me,

H. M. Clark a Notary Public in and for said County and State, came  
Joseph P. Brubaker and Clara L. Brubaker  
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 May 15 1915

H. M. Clark  
 Notary Public.

Filed for Record the 4 day of March A. D. 1913, at 11 o'clock A. M.

Thos. L. Lawrence Register of Deeds.  
 Deputy.

The following is enforced 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 22 day of August A. D. 1913

Bertel F. Foster  
Ellen E. Foster

Recorded Sept. 10, 1913  
 Reg. & Comm. Secy.  
 Reg. & Comm. Secy.

Attest  
H. M. Clark

The following is enforced on the original instrument:  
 The note herein described having been paid in full, this

Recorded Aug. 23, 1913