

Mortgage Record No. 52.

This Indenture, Made this 1st day of April in the year of our Lord one thousand nine hundred & thirteen, between Harold Olson and Pauline Olson, his wife of Palmyna Twp in the County of Douglas and State of Kansas, of the first part, and J. A. Smith of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Two Thousand 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 2 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 Southwest Quarter of Section Ten (10) Township Fifteen (15) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said part one 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 indefensible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of one certain Coupon note this day executed.

and delivered by the said parties of the first part to the said part 2 of the second part

due two years after date with interest at 6% per annum payable semi-annually.

Privilege is given to pay the full amount of this loan at any time before due

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 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 part 2 making such sale, on demand, to said

parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part one of the first part has hereunto set hand and seal the day and

year first above written.

Signed, Sealed and Delivered in presence of

Harold Olson (SEAL)

Pauline Olson (SEAL)

(SEAL)

STATE OF KANSAS,
County of Franklin } ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1913, before me,

Harold Olson and Pauline Olson, his wife a Notary Public in and for said County and State, came

to me personally known to be the same

person 6 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 on the 11th day of February 1914 Harry L. Mueser Notary Public.

Filed for Record the 1 day of April A. D. 1913, at 10⁵⁰ o'clock A M.

Floyd L. Lawrence Register of Deeds.

Deputy.

Recorded April 5th 1913

(If following is endorsed on the original instrument)
The within mortgage having been paid in full it is hereby released
Floyd L. Lawrence on this 5th day of April 1913

J. A. Smith
Register of Deeds