

Mortgage Record No. 52.

Reg. Fee
386

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Recd. at Dec. 7 1913
Miss L. Lawrence
Recorder's Office
Douglas County
For assignment Book 51 Page 392

This Indenture, Made this Nineteenth day of May in the year of our Lord
Nineteen hundred and thirteen (1913) between
Arthur W. Webster, single, of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
Bertel T. Foster and Ellen Foster of the second part:
WITNESSETH, That the said party of the first part, in consideration of the sum of
Thirteen Hundred (1300 00/100) DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell
and mortgage to the said parties 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 West four (4) acres of the East ten (10) acres of the South twenty
(20) acres of the North thirty (30) acres of the Northeast quarter
(N.E. 1/4) of the South West Quarter (S.W. 1/4) of section number
four (4) Township number fifteen (15) Range number twenty
(20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Arthur W. Webster
does 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
Thirteen hundred dollars
according to the terms of a certain note this day executed
and delivered by the said Arthur W. Webster to the said parties of the second part
Bertel T. Foster and Ellen Foster

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 there-
of, 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 parties of the second part, their executors, adminis-
trators 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 parties making such sale, on demand, to said
Arthur W. Webster, his heirs and assigns.

IN WITNESS WHEREOF, The said party 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
Arthur W. Webster (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County ss.
BE IT REMEMBERED, That on this 19th day of May A. D. 1913, before me,
Arthur W. Webster, single, Notary Public in and for said County and State, came

(S.S.)

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 Mar. 25 1917 J. B. Ross Notary Public.

Filed for Record the 22 day of May A. D. 1913, at 3 o'clock P. M.
Royd L. Lawrence Register of Deeds.
R. M. McConnell Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.
As witness my hand this 7th day of December A. D. 1913
Bertel T. Foster
Ellen E. Foster