

Mortgage Record No. 52.

This mortgage is hereby acknowledged as the original instrument of the parties herein named, and the same is hereby acknowledged as the original instrument of the parties herein named, and the same is hereby acknowledged as the original instrument of the parties herein named.

Recorded April 3 - 1917
 E. C. Wilson
 Notary Public

This Indenture, Made this Eight 8th day of August in the year of our Lord
 between Edward J. Reister and
Minnie C. Reister, his wife, of Stull in the County of
Douglas and State of Kansas, of the first part, and
Elmer Nichols of the second part:
 WITNESSETH, That the said party of the first part, in consideration of the sum of
Twenty-six hundred (\$2600.00) DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do as 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:

North West frac. quarter less eight acres in Sec.
Thirty-one (31) Township Twelve (12) Range Eighteen (18)
containing 12.7 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said
Edward J. Reister and Minnie C. Reister, his wife,
do hereby covenant and agree that at the delivery hereof they are 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
Twenty-six hundred
 according to the terms of a certain promissory note this day executed
 and delivered by the said Edward J. Reister and Minnie C. Reister, his wife, to the said party of the second part

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 party of the second part, his 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 party making such sale, on demand, to said
Edward J. Reister heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set these hands and seal the day and
 year first above written.

Signed, Sealed and Delivered in presence of
Edward J. Reister (SEAL)
Minnie C. Reister (SEAL)

STATE OF KANSAS,
Douglas County } ss.
 BE IT REMEMBERED, That on this 8 day of August A. D. 1913, before me,
A. E. Wilson a Notary Public in and for said County and State, came
Edward J. Reister and Minnie C. Reister,
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 Jan 18 1917 A. E. Wilson Notary Public.

Filed for Record the 9th day of Aug A. D. 1913, at 2:20 o'clock P. M.
Floyd S. Lawrence Register of Deeds.
R. M. McConell Deputy.