

Mortgage Record No. 52.

This Indenture, Made this 23rd day of October in the year of our Lord  
 nineteen hundred and thirteen between August Boehle and Agneta  
Boehle, his wife of the Township of Willow Springs in the County of  
Douglas and State of Kansas, of the first part, and  
Merchant Loan and Saving Bank of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Twelve 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 part y of the second part its 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 South West quarter (14) of Section one (1) in Township  
Fourteen (14) of Range Nineteen (19) in said County, & State.

The Mortgagors agree to keep the buildings on premises insured  
against fire, lightning and windstorms to the extent of their insurable  
value, in a company or companies approved by this Mortgage  
with mortgage clause making loss payable to said Mortgagee,  
or assigns, as interest may appear

with all the appurtenances, and all the estate, title and interest of the said parties 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.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Twelve 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 part y of the second part  
Payable five years after date with interest thereon according to the  
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 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 part y of the second part its 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 part y 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 on the day and  
 year first above written.

Signed, Sealed and Delivered in presence of  
Hugh Blair August Boehle (SEAL)  
Agnete Boehle (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 23rd day of October A. D. 1913, before me,  
Hugh Blair a Notary Public in and for said County and State, came  
August Boehle and Agneta Boehle, his wife  
 to me personally known to be the same  
 person s 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 28th Dec 1913 Hugh Blair Notary Public.

Filed for Record the 25th day of Oct, A. D. 1913, at 9:00 o'clock a M.  
Floyd Lawrence Register of Deeds.  
Or Geo. B. Metzger Deputy.

This mortgage is subject to the provisions of the Act of March 1, 1911, relating to the redemption of mortgages.

Merchant Loan and Saving Bank

(Corp Seal)

Recorded Dec 11 1913

Estate of August Boehle