

Mortgage Record No. 52.

This Indenture, Made this First day of November 1913 in the year of our Lord

and his wife Louise Wacker, between Carl H. Wacker of Baldwin in the County of Douglas and State of Kansas, of the first part, and

Friedrich Haas and Magdalene Haas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand & no/100 (\$5,000.00) 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 ies 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 South-east Quarter Quarter
The North half and the South-east Quarter of the South-east of Section Five (5), also Forty-five acres in the North-east Quarter of Section Five (5) described as commencing at the South-east corner of the North-east Quarter of Section No. Five (5) in Township No. Fifteen (15) Range No. Nineteen (19) thence West ninety (90) rods, North Eighty (80) rods, East Ninety (90) rods, South Eighty (80) rods to beginning, Also South half of North-west Quarter of the North-west Quarter of South-east Quarter of Section Four (4) all in Township No. Fifteen (15) South of Range No. Nineteen (19) East of Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Carl H. F. Wacker and his wife Louise Wacker 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 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 Five Thousand (\$5,000.00) Dollars according to the terms of one principal note dated the 1st day of November 1913 this day executed and delivered by the said Carl H. F. Wacker and to the said parties of the second part Friedrich Haas and Magdalene Haas (First parties hereby agree to keep the building on above premises in the sum of \$1,700.00, and assign policy or policies to second parties as collateral security.) 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 parties 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 surplus, if any there be, shall be paid by the parties making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Carl H. F. Wacker (SEAL)
Louisa Wacker (SEAL)

STATE OF KANSAS,

County of Douglas ss.

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

Carl H. F. Wacker and his wife Louise Wacker a Notary Public in and for said County and State, came

they said 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires May 15 1915 W. McClinton Notary Public.

Filed for Record the 3rd day of November A. D. 1913, at 10³² o'clock a.M.

Floyd Lawrence Register of Deeds.
By Carl H. Wacker Deputy.

The following is entered on the original instrument:
Having been read in full, the mortgage is hereby released and the
said parties are discharged. A. D. 1913.

Recorded May 15th 1916

Floyd Lawrence

By Carl H. Wacker