

## Mortgage Record No. 52.

This Indenture, Made this twenty-eighth day of December in the year of our Lord Nineteen hundred and twelve, between Henry F. Deister and Mary F. Deister, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. B. Sinclair of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of One hundred and Fifty 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 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 Northwest quarter of Section No. 36 in Township No. 12 South of Range No. 17 East, except 16 rods North and South and 12 rods East and West in the Northeast corner used for School purposes. Also the East half of the Southwest quarter and the Southwest quarter of the Southwest quarter of said Section No. 36, subject to a mortgage of \$4000 to the Northwestern Mutual Life Insurance Company, dated April 16, 1908, upon which there remains unpaid the sum of \$3000.

with all the appurtenances, and all the estate, title and interest of the said part us 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 indefeasible estate of inheritance therein, free and clear of all incumbrances save as above mentioned.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and Fifty Dollars

according to the terms of one certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part y of the second part payable as follows: the sum of \$15. to be paid on the 1st day of January and July in each year until the said sum of \$150 is interest thereon, if any, shall be paid 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 y 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 y making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part us of the first part has hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and Delivered in presence of

Henry F. Deister (SEAL)

Mary F. Deister (SEAL)

STATE OF KANSAS;

Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of December A. D. 1912, before me,

the undersigned a Notary Public in and for said County and State, came

Henry F. Deister and Mary F. Deister, 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 Feb 21st 1914 Lena Ulrich Notary Public.

Filed for Record the 28th day of Aug. A. D. 1914, at 4 32 o'clock P. M.

Ray L. Lawrence Register of Deeds.

Geo. L. Nitzel Deputy.

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 For Release See Book 57, Page 83