

Mortgage Record No. 52.

This Indenture, Made this 30th day of December in the year of our Lord Nineteen hundred fourteen, between Amelia S. Oshel & Thomas W. Oshel Jr., her husband of Gardner in the County of Johnson and State of Kansas, of the first part, and The Farmers Bank, Gardner, Kansas, A. corporation of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of six hundred eighty no/100 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 party 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 undivided one sixth interest in the Northwest Fractional Quarter (No.) of Section Thirty-one (31), Township Thirteen (13), Range Twenty-one (21)

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 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 \$680.00 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 party of the second part due one year from date

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 party of the second part its 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 party making such sale, on demand, to said parties of the first part 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

Amelia S. Oshel (SEAL)
Thomas W. Oshel (SEAL)

STATE OF KANSAS } ss.
Johnson County

BE IT REMEMBERED, That on this 30th day of Dec. A. D. 1914, before me, Howard C. Rigelow a Notary Public in and for said County and State, came Amelia S. Oshel & Thomas W. Oshel Jr., her husband 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 Nov. 25, 1918 Howard C. Rigelow Notary Public.

Filed for Record the 5th day of Jan. A. D. 1915, at 2:45 o'clock P. M.
Floyd L. Lawrence Register of Deeds.
Geo. B. Webb Deputy.

This mortgage is subject to the official mortgage of the State of Kansas, and the same shall be subject to the same. The mortgagee hereby agrees to pay the same to the State of Kansas, and the same shall be subject to the same. The mortgagee hereby agrees to pay the same to the State of Kansas, and the same shall be subject to the same.

Recorded Apr 29 1916
Floyd L. Lawrence
Register of Deeds
Geo. B. Webb
Deputy