

Mortgage Record.

This Indenture, Made this seventeenth day of February in the year of our Lord one thousand nine hundred fifteen, between Carl Boerckner & Lena Boerckner his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

Carl Nieder (a single man) of Douglas County, State of Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$650.00 Two hundred & fifty and 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 part 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 Southeast (1/4) quarter of the Northwest (1/4) quarter Section number thirty-five (35) in Township number thirteen (13) South of Range number eighteen (18) East of the Sixth (6) P.M. less eight (8) feet along the South side thereof used as a right of way.

Parties of the first part, hereby agree to maintain insurance of \$500.00 on buildings now on or to be erected on said premises, for the benefit of second party, this agreement representations or assigns during the existence of this loan.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Carl Boerckner & Lena Boerckner 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of

Two hundred & fifty and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said parties of the first part

to the said part of the second part; said note being given for the sum of Two hundred & fifty and no/100 DOLLARS, dated February 17th 1915, due and payable in two year 3, from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of the same, and as herein specified. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

Two hundred and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of the second part making such sale, on demand, to the said parties of the first part, heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Carl Boerckner (SEAL.)
Lena Boerckner (SEAL.)

STATE OF KANSAS, }
Douglas County, ss.

BE IT REMEMBERED That on this 17 day of February A. D. 1915, before me, Henry Albrecht, a Notary Public in and for said County and State, came Carl Boerckner & Lena Boerckner his wife to me personally known to be the same person, who executed the foregoing instrument of writing, 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 January 6 1917.
This instrument was filed for record on the 22 day of March A. D. 1915, at 4:20 o'clock P.M.

By Henry Albrecht Notary Public.
Wm. G. Lawrence Register of Deeds.
Geo. G. Metzger Deputy.

(The following is referred to in the original instrument.)
This note being a duplicate of the original, and the original being in the possession of the mortgagee, the same is hereby acknowledged as being a true and correct copy of the original.

Recorded February 17th 1915

Wm. G. Lawrence
Register of Deeds