

MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of April in the year of our Lord ninteen hundred eighteen, between Homer H. Kerstenberger, single and Walter H. Kerstenberger, single of Douglas in the County of Douglas and State of Kansas, of the first part, and Mrs. Bellina J. Daugherty of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Ten Thousand \$10 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 her 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 east half (1/2) of the North East Quarter (1/4) and the South West Quarter (1/4) of the North East Quarter (1/4) of Section Twenty nine (29) Tp. 13 N. R. 27 E. Range twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Homer H. Kerstenberger and Walter H. Kerstenberger do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Ten Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said Homer H. Kerstenberger and Walter H. Kerstenberger to the said part y of the second part Due on or Before 5 years after date at 6% interest payable semi annually privilege granted to make payments of \$1000 or over at any interest paying time and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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, her 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 sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Homer H. Kerstenberger and Walter H. Kerstenberger heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Homer H. Kerstenberger (SEAL)  
Walter H. Kerstenberger (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1918, before me, Adolph Sotz Jr. a Notary Public in and for said County and State, came Homer H. Kerstenberger, single, and Walter H. Kerstenberger, single 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 January 29th 1919 Adolph Sotz Jr. Notary Public.

Filed for Record the 27th day of June A. D. 1918, at 5<sup>45</sup> o'clock P.M.  
Estell Markrup Register of Deeds.  
Furness Florin Deputy.

The following is endorsed on the original instrument:  
The same has been described having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand this 21st day of April, A. D. 1918.

Recorded April 21st 1918  
Estell Markrup  
Register of Deeds