

# MORTGAGE RECORD No. 42.

491

MORTGAGE Standard Form. JOHNSON CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 21st day of November, in the year of our Lord, thirteen hundred and four (1914), between James A. Willey and Mary R. Willey, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and Chester O. Hayes of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Hundred (\$1300) 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 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 East Half of the North West Quarter of the North East Quarter of Section number Twenty-seven (27); and the South West Quarter of the North East Quarter of Section number Twenty-seven (27). All in Township number Thirtieth (30), South, of Range number Twenty (20), East of the 2d P.M.

Parties of the first part hereby agree to maintain insurance of \$500. on the buildings now on or to be erected on said premises, for the benefit of said second party, his heirs or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James A. Willey and Mary R. Willey 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 inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said second party, his heirs or assigns, forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred 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 party of the second part due in five years from date with interest from date to maturity as evidenced by coupons attached thereto and interest after maturity or default at the rate of six per centum until fully paid in cash or by check to 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, 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 party making such sale, on demand, to said parties of the first part, their 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

James A. Willey [SEAL]  
Mary R. Willey [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 21st day of November, A. D. 1914, before me

the undersigned Notary Public in and for said County and State, came James A. Willey and Mary R. Willey, his wife, to me personally known to be the same persons 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 27 1914

Geo. A. Banker Notary Public.

Filed for Record this 23 day of Nov, A. D. 1914, at 7:20 o'clock A. M.  
W. H. Armstrong Register of Deeds.  
By Geo. A. Banker Deputy.

For Release See Book 51-Page 394

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