

# MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty-ninth day of January, in the year of our Lord, Twentieth Hundred and Five, between E. Ulrich and Lillie B. Ulrich, his wife, of Douglas and State of Kansas, of the first part, and A. W. Kenney, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand Five Hundred (\$2,500.) 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 North West Fractional Quarter of Section No. Five (5) in Township No. Fourteen (14), South, of Range No. Nine-teen (19), East of the 6th P.M., containing 165 acres more or less. Parties of the first part hereby agree to maintain insurance of \$100. on the buildings now on, or to be erected on said premises, for the benefit of said party of the second part, his or her heirs, during the term of years herein expressed. And the said E. Ulrich and Lillie B. Ulrich 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 and that they will Warrant and Defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming the same This Grant is intended as a Mortgage to secure the payment of the sum of \$2,500.

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 as default at the rate of 10% per annum, until fully paid in cash or otherwise. 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Eli Ulrich [SEAL]  
Lillie B. Ulrich [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County

BEAT REMEMBERED, That on this 30 day of January, A. D. 1912, before me



the undersigned, a Notary Public in and for said County and State, came E. Ulrich and Lillie B. Ulrich, 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 Dec. 15 - 1915

Wm. T. Quislaire Notary Public.

Filed for Record the 4 day of Feb., A. D. 1912, at 6 o'clock P.M.

A. W. Kenney Register of Deeds.  
By Eric C. Armstrong, pty.

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