

Mortgage Record.

1571

This Indenture, Made this 15th day of February A. D. 1912, between Henry Will and Elizabeth Will, his wife of Shelby County, in the State of Missouri of the first part, and of John Walrafen County, in the State of Kansas of the second part:

Nine Thousand (\$9000.00) Witnesseth, That said part one of the first part, in consideration of the sum of the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part two of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—
The East One Hundred and Twenty (120) acres of the Southwest quarter ($\frac{1}{4}$) of Section One (1) and the Northwest quarter ($\frac{1}{4}$) of Section Twelve (12), all in Township Thirteen (13) Range Seventeen (17) East of the Sixth (6th) Principal Meridian.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:—

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said Henry Will and Elizabeth Will, his wife ha on this day executed and delivered Three (3) certain promissory note \$ in writing to said part two of the second part of which the following is a copy of the note first maturing to-wit:—Topeka, Kansas, February 15, 1910 One year after date, for value received, we or either of us, promise to pay to the order of John Walrafen, Three Thousand Dollars, at the State Savings Bank, of Topeka, Kansas, with interest from date until paid, at the rate of six per cent per annum, payments of one thousand dollars or more may be made on this note at any time. Interest on the amount so paid thereupon shall cease.

Henry Will
Elizabeth Will.
Two other notes each of like date, tenor and amount, save that they mature two three years from now. If said part one of the first part shall pay or cause to be paid to said part two of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said part two of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part one of the first part ha on hereunto set their hand s the day and year first above written.

Missouri
STATE OF KANSAS } SS.
Shelby County.

BE IT REMEMBERED, That on this 15th day of February A. D. 1912, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Henry Will and Elizabeth Will, his wife

who are personally known to me to be the same person s who executed the within instrument of writing; and such person s duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal, the day and year last above written.

S. Bragg Notary Public.
Term Expires March 9th 1913

Recorded Feb 16 A. D. 1912, at 9 55 o'clock A. M.
Floyd L. Lawrence Register of Deeds.

(Following is enclosed on the original instrument)
 Being of Henry Will and Elizabeth Will, his wife, named
 marriage, the sum of five thousand and no dollars
 in full satisfaction of the within mortgage
 John Walrafen

Recorded Nov 19 1912
 Floyd L. Lawrence
 Register of Deeds.