

This Indenture,

Made this 13th day of August in the year of our Lord, one thousand nine hundred Nine betweenC. C. Herr and Jessie W. Herr, his wife,
of Leocompton in the County of Douglas and State of Kansas, of the first part, and
State Bank of Leocompton of the second part:Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred 700 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, its 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:N. 1/2 of Lot #5; and all of lots #6, #7, and #8, all in Block
Numbered 19 (Nineteen) in the City of Leocomptonwith the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said C. C. Herr and Jessie W. Herr, his wife, 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 against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Six Hundred no/100 Dollars, according to the terms of their certain promissory note this day executed by the saidfirst parties to the said party of the second part. Said note being given for the sum of Six Hundred no/100 Dollars, dated Aug 13, 1909 due and payable in Three 3 years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note, and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree 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 the said mortgagee, in the sum of 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 parties of the first part, and the expense of such taxes and accruing penalties, interests 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part its executors, administrators and 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 party of the second part its 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 party making such sale on demand, to the said First Parties heirs and assigns.IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

C. C. Herr (SEAL)
Jessie W. Herr (SEAL)State of Kansas, Douglas County, ss.BE IT REMEMBERED, That on this 16th day of August A. D. 1909, before me Jella W. Cliffe a Notary Public in and for said County and State came C. C. Herr and Jessie W. Herr, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Feb'y 10 1910 Jella W. Cliffe Notary PublicFiled for Record the 17th day of August A. D. 1909, at 9²⁵ o'clock a M.By Floyd L. Lawrence Deputy. Register of Deeds.Recorded Aug 24 1912
Floyd L. Lawrence
Register of Deeds

The above mortgage is acknowledged as the voluntary act of the said parties of the first part, and the same is being recorded for the purpose of perfecting the same. This mortgage is being recorded for the purpose of perfecting the same. This mortgage is being recorded for the purpose of perfecting the same.