

## MORTGAGE RECORD.

This Indenture, Made this tenth day of October in the year of our L<sup>rd</sup> one thousand nine hundred and four, between Daniel W. Perry and Mary S. Perry, husband and wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and

P. H. Rusker of the second part:

WITNESSETH, That the said part second of the first part, in consideration of the sum of Eight Hundred & no/100 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 South 100 acres of the South West quarter of Section Twenty-seven, (27) Township Fourteen, (14) South of Range Twenty, (20) East of the Sixth P.M.

with the appurtenances, and all the estate, title and interest of the said part second of the first part therein. And the said

Daniel W. Perry and Mary S. Perry 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 Eight Hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by the said Daniel W. Perry and Mary S. Perry to the said party of the second part; said note being given for the sum of Eight Hundred DOLLARS, dated Lawrence Kansas Oct. 1911, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of twenty dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party 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 one 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 part second of the first part, and the expense of such taxes and accruing penalties, interest 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 or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal 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 of the second part, making such sale, on demand to the said party of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part second of the first part hereunto set their hands and seals, the day and year last above written. Signed, sealed and delivered in presence of

Daniel W. Perry [SEAL]  
Mary S. Perry [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 11 day of October, A. D. 1911, before me,

W. M. Clark a Notary Public in and for said County and State, came

Daniel W. Perry and Mary S. Perry, his wife to me personally known to be the same persons who executed the foregoing instrument of writing 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.

W. M. Clark Notary Public.  
My Commission Expires May 15 1912

Filed for Record on the 14 day of October, A. D. 1911, at 11:20 o'clock A. M.

A. Lloyd S. Lawrence Register of Deeds.  
R. M. W. Connell Deputy.

(This Indenture is endorsed on the original instrument.)  
Therein herein described having been paid in full, this mortgage is hereby released and the same hereby remains discharged. A. D. 1913

Recorded Dec 2 1913

Lloyd S. Lawrence  
By Charles H. Hylleberg

P. H. Rusker

Standard Form

Coupon Form

(This Indenture is endorsed on the original instrument.)  
Therein herein described having been paid in full, this mortgage is hereby released and the same hereby remains discharged. A. D. 1913

Recorded Aug 6 1912