

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this 2nd day of Sept in the year of our Lord one thousand nine hundred eleven between H. G. Leamer and Sue Nace Leamer, his wife, of Decompton Kansas, in the County of Douglas and State of Kansas, of the first part, and

State Bank of Decompton, Decompton Kansas of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Eight Hundred and 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, 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:

The West one-third (1/3) of lots numbered Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53), Fifty-four (54), Fifty-five (55) and Fifty-six (56) in Block numbered Twenty (20) in the City of Decompton according to the recorded plat thereof

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

H. G. Leamer and Sue Nace Leamer 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 and no/100 DOLLARS,

according to the terms of their certain promissory note this day executed by the said

H. G. Leamer and Sue Nace Leamer

to the said part 2nd of the second part; said note being given for the sum of

Eight Hundred and no/100 DOLLARS,

dated Sept 2 - 1911, due and payable in Three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 32 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 part 1st 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 Nine hundred and no/100 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 1st 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, 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 of the second part, making such sale, on demand to the said last parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

H. G. Leamer [SEAL]
Sue Nace Leamer [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of Oct A. D. 1911, before me,

Jella W. Chiff

a Notary Public in and for said County and State, came

H. G. Leamer and Sue Nace Leamer, his wife, to me personally known to be the same person 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.

My Commission Expires Feb 10 1914

Jella W. Chiff Notary Public.

Filed for Record on this 16th day of Oct A. D. 1911 at 10⁴⁷ o'clock P.M.

Rloyd L Lawrence Register of Deeds.
R. M. M. Cornell Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 16 day of Oct, A. D. 1911.

State Bank of Decompton, Decompton Kansas
By Chas. F. Meyer President

Recorded Dec 19 1913
Rloyd L Lawrence
Register of Deeds

This mortgage is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 16 day of Oct, A. D. 1911.

Recorded Dec 12 1916
Rloyd L Lawrence

Standard Form

Coupon Form