

MORTGAGE RECORD.

This Indenture, Made this 25th day of September in the year of our Lord one thousand nine hundred Eleven between J. H. Gray and Caroline Gray, his wife of Payette in the County of Canyon and State of Idaho and State Bank of LeCompton, LeCompton, Kans. of the first part, and

of the second part: WITNESSETH, That the said part first of the first part, in consideration of the sum of Six 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 part of 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: All of lots numbered One (1) and Two (2) in Block numbered Nineteen (19) in the City of LeCompton Kansas, according to the recorded plat thereof

with the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said J. H. Gray and Caroline Gray hereby covenant and agree that at the delivery hereof they are the lawful owner 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 and no/100 DOLLARS, according to the terms of their certain promissory note, this day executed by the said J. H. Gray and Caroline Gray to the said part of of the second part; said note being given for the sum of Six Hundred and no/100 DOLLARS,

dated Sept 25 1911, due and payable in Three year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of 21 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 first 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 part first 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 part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of 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 part of 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 part of making such sale, on demand to the said parties, their heirs and assigns.

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

E. A. Johnson J. H. Gray Caroline Gray
State of Kansas, Idaho, Canyon County, ss.

BE IT REMEMBERED, That on this 13th day of Oct, A. D. 19 11, before me, E. P. Johnson a Notary Public in and for said County and State, came

J. H. Gray and Caroline Gray, 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 Jan 27 19 13 E. A. Johnson Notary Public.

Filed for Record on the 20 day of Oct, A. D. 19 11, at 9⁰¹ o'clock A. M. Mayd L Lawrence Register of Deeds. Deputy.

This document is subject to the original instrument. The mortgage herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 25th day of September, A. D. 1911. By J. H. Gray and Caroline Gray (Chap Seal)

Recorded Nov 4 1911 Mayd L Lawrence Register of Deeds. Geo. L. Mayo Deputy.