

MORTGAGE RECORD.

This Indenture, Made this 13th day of July in the year of our Lord one thousand nine hundred nine, between Lora M. Eudaly and husband Wm A. Eudaly of Lawrence in the County of Douglas and State of Kansas, of the first part, and St. E. Shelding of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twelve Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have vol. sold, and by these presents do grant, bargain, sell and mortgage to the said part 4 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: Beginning at a point 15 feet West of the Eastern Boundary line of the South West 1/4, Sec 6 Tp. 13. R. 20. and 151 Feet South of the Northern Boundary line of said Sec 6 Tp. 13. R. 20. Thence South 50 feet; Thence West 135 feet; Thence East 135 feet to the place of beginning in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Lora M. Eudaly and Wm A. Eudaly 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 Twelve Hundred DOLLARS, according to the terms of one certain promissory note... this day executed by the said Lora M. Eudaly and husband Wm A. Eudaly to the said part 4 of the second part; said note being given for the sum of Twelve Hundred DOLLARS,

dated July 13, 1909, due and payable in Five years of 436 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 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 Twelve Hundred 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 part 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 of the second part, and 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 4 of the second part, and 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 4 making such sale, on demand to the said Lora M. Eudaly her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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

Lora M. Eudaly [SEAL]
Wm A. Eudaly [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of July A. D. 1909, before me,

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Frank E. Banks a Notary Public in and for said County and State, came

Lora M. Eudaly and Wm A. Eudaly her husband 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.

Frank E. Banks Notary Public.

My Commission Expires Nov 8th 1910.

Filed for Record on the 13 day of Dec A. D. 1911 at 9 o'clock A. M.

Wm A. Lawrence Register of Deeds.
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 28th day of May A. D. 1913.

Recorded 28th May 1913
Wm A. Lawrence

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 28th day of May A. D. 1913.

Recorded July 9th 1909
Wm A. Lawrence
Register of Deeds
St. E. Shelding