

MORTGAGE RECORD.

This Indenture, Made this twelfth day of December in the year of our Lord one thousand nine hundred and eleven between E. S. Day and A. F. Day, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. B. Hosford of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Four hundred (\$400.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 at the south west corner of lot number fourteen (14) of Hosford's Second Addition, thence east one hundred feet, thence south one hundred (100) feet thence west one hundred feet, thence north one hundred (100) feet to place of beginning

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said E. S. Day and A. F. Day, his wife do hereby covenant and agree that at the delivery hereof they 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 Four Hundred (\$400.00) DOLLARS,

according to the terms of a certain promissory note this day executed by the said E. S. Day and A. F. Day, his wife to the said part of of the second part; said note being given for the sum of Four hundred (\$400.00) DOLLARS, dated December twelfth 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 three coupons of 1/2 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 one of the first part hereby agree to 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 Four Hundred (\$400.00) DOLLARS, in some insurance company satisfactory to said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part one 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, his 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 part of of the second part, his 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 one making such sale, on demand to the said E. S. Day and A. F. Day heirs and assigns.

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

Signed, sealed and delivered in presence of

E. S. Day
A. F. Day

[SEAL]

[SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12 day of Dec, A. D. 1911, before me,

C. M. Sparr a Notary Public in and for said County and State, came

E. S. Day & A. F. Day

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 Nov 16 1915

Filed for Record on the 12 day of Dec A. D. 1911 at 10 o'clock A.M.

D. Lloyd Lawrence Register of Deeds.
R. M. M. Denny Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 12 day of Dec, A. D. 1913.

C. B. Hosford

Recorded & paid May 3 1913

D. Lloyd Lawrence
Register of Deeds
R. M. M. Denny
Deputy