

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this 12 day of December In the year of our Lord one thousand nine hundred and eleven between J. M. McKee and Sarah J. McKee, his wife of Leocompton in the County of Douglas and State of Kansas, of the first part, and

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

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three hundred twenty-five 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 South thirty (30) acres of the Northwest quarter 1/4 of section 10, (10) Township 18 N, Range 17 E, 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 J. M. McKee and Sarah J. McKee, his wife 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 Three hundred twenty-five and no/100 DOLLARS, according to the terms of their certain promissory note, this day executed by the said

J. M. McKee and Sarah J. McKee to the said part 1st of the second part; said note being given for the sum of Three hundred twenty-five and no/100 DOLLARS, dated December 12, 1911, due and payable in three year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 2.75 dollars each thereon 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 Five hundred fifty 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 party of the first part, and the expense of such taxes and accruing penalties, interest and costs, shall be paid by the party of the first part, 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, its executors, administrators or assigns, on demand to the said first parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hands and seal, the day and year last above written. Signed, sealed and delivered in presence of

J. M. McKee [SEAL]
Sarah J. McKee [SEAL]

State of Kansas, Douglas County, ss.

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

Jella W. Cluff a Notary Public in and for said County and State, came J. M. McKee and Sarah J. McKee, 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.

My Commission Expires July 10, 1914 Jella W. Cluff Notary Public.

Filed for Record on the 28 day of December A. D. 1911 at 9:10 o'clock P. M.

Royce L. Lawrence Register of Deeds.
W. M. McConnell Deputy.

This mortgage is recorded in the office of the Register of Deeds, Lawrence, Kansas, on the 28th day of December, 1911, at 9:10 o'clock P. M.

Recorded in the office of the Register of Deeds, Lawrence, Kansas, on the 28th day of December, 1911, at 9:10 o'clock P. M.

Notary Public, Douglas County, Kansas.

Peoples State Bank Form