

## MORTGAGE RECORD.

THE GAZETTE, LAWYER, KANSAS.

This Indenture, Made this Tenth day of February in the year of our Lord one thousand nine hundred and twelve between Anna M. Schnelley and J.E. Schnelley (husband) of Roaster Springs in the County of Cherokee and State of Kansas, of the first part, and E. Grover of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred DOLLARS, to them 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. 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: Lots One hundred and seven (107) One hundred and eight (108) and One hundred and eleven (111) Monroe Street Baldwin City, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Anna M. Schnelley and J.E. Schnelley do hereby covenant and agree that at the delivery hereof they 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 Two hundred DOLLARS,

according to the terms of one certain promissory note this day executed by the said Anna M. Schnelley to the said part. 4 of the second part; said note being given for the sum of Two hundred DOLLARS, dated February 10 1912, due and payable in Two years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and four coupons of 6 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 4 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 One thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part. 4 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, 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, appraisement hereby waived or not at the option of the part. 4 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. 4 making such sale, on demand to the said E. Grover heirs and assigns.

IN TESTIMONY WHEREOF, The said part. 4 of the first part has set their hand, and seal, the day and year last above written. Signed, sealed and delivered in presence of

Anna M. Schnelley [SEAL]  
J.E. Schnelley [SEAL]

State of Kansas, Cherokee County, ss.

BE IT REMEMBERED, That on this 12 day of February A. D. 1912, before me, A. V. Smith a Notary Public in and for said County and State, came

Anna M. Schnelley and J.E. Schnelley (her husband) 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 November 12 1912

Filed for Record on the 12 day of Feb A. D. 1912 at 4 o'clock P.M.

Edw L Lawrence Register of Deeds.  
Deputy.

the following is entered in the original instrument  
 acknowledged, signed in full before me, and duly  
 witnessed the Register of Deeds to enter this discharge of record.  
 Dated this 22d day of September, A.D. 1912  
 W. F. March, executor  
 Estate of E. Grover deceased  
 Recorded Sept 23d 1912  
 E. F. Little, Notary Public  
 Register of Deeds