

## MORTGAGE RECORD.

This Indenture, Made this 5 day of March In the year of our Lord one thousand nine hundred and twelve (1912) between John E. North and Lula W. North, husband and wife of Lane Star in the County of Douglas and State of Kansas, of the first part, and Isabel R. Lewis of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Twenty Three Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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: Commencing at the South East Corner of S.E. 1/4 Section 16 Township 13 Range 18 East of the 6th P. M. thence West 78 rods; thence North 92 rods; thence West 92 rods; thence North 67 rods; thence East 160 rods; thence South 149 rods to place of beginning. Containing 107 acres, in Douglas County Kansas

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Parties of the first part 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 Twenty Three Hundred and no/100 DOLLARS, according to the terms of one certain promissory note... this day executed by the said

Parties of the first part to the said part y of the second part; said note being given for the sum of Twenty Three Hundred and no/100 DOLLARS, dated March 5 1912 due and payable in Five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$74.70 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 us 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 Nine Hundred Thirty 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 part us 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 y making such sale, on demand to the said Parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part us 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

John E. North [SEAL]  
Lula W. North [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of March A. D. 1912, before me,

LL

A. E. Benson a Notary Public in and for said County and State, came John E. North and Lula W. North, husband and 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 January 29 1915

Filed for Record on the 6 day of March A. D. 1912 at 9:00 o'clock P.M.

Gloyd L. Lawrence Register of Deeds.  
Deputy.

Recorded - April 10 1912  
Gloyd L. Lawrence  
Deputy of Deeds  
Isabel R. Lewis  
John E. North & Lula W. North  
Notary Public in and for Douglas County, Kansas

This note is subject to the original instrument and the mortgage is hereby released and the mortgage is hereby discharged. The witness may read this note.

Standard Form  
Coupon Form

Recorded Oct 25 1913