

## MORTGAGE RECORD.

This Indenture, Made this eleventh day of July in the year of our Lord one thousand nine hundred twelve between Rebecca Belcher, unmarried (widow)

of Douglas in the County of Douglas and State of Kansas of the first part, and Flora A. Breslin, Charles D. Rist and Martha C. Hardman

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of Two hundred ninety five and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said part 5 of the second part, their 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: Block numbers nine (9) in the City of Leecompton, County of Douglas, State of Kansas according to the recorded plat thereof, less right of way of the Atchafalaya and Santa Fe Railway Company as dedicated to the Kansas City Traction and Western Railway Company by A.B. Hensley on April 2nd 1899 and recorded July 20th 1890 in Book 22 page 257 in the office of the Register of Deeds of Douglas County, State of Kansas.

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said Rebecca Belcher does hereby covenant and agree that at the delivery hereof she is 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 she 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 ninety five and no/100 DOLLARS, according to the terms of eight certain promissory notes this day executed by the said Rebecca Belcher

to the said part 5 of the second part; said notes being given for the sum of Two hundred ninety five and no/100 DOLLARS, dated July 11th 1912 due and payable in one month to 22 months years, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of dollars each thereto attached. And this conveyance shall be void if such payments be made as in said notes 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 Two hundred fifty 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 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 5 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 5 of the second part; and it shall be lawful for the part 5 of the second part, their 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 5 of the second part, their 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 5 making such sale, on demand to the said Rebecca Belcher, her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 of the first part has hereunto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of B. E. Strawn for Rebecca Belcher [SEAL] mark [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 11th day of July, A. D. 1912 before me, the undersigned a Notary Public in and for said County and State, came

Rebecca Belcher, unmarried 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 Sept 28 1914 A. H. Spangler Notary Public

Filed for Record on the 16 day of July A. D. 1912 at 2:30 o'clock P. M. Thoyd L. Lawrence, Register of Deeds. Deputy.

(For Release see Book 54, Page 88)

Peoples State Bank Form