

## MORTGAGE RECORD.

The County of Lawrence, Kansas.

This Indenture, Made this Fifteenth day of August in the year of our Lord one thousand nine hundred and Twelve between Charles W. Westerhaus and Alice Westerhaus (wife) of Andover, in the County of Douglas and State of Kansas, of the first part, and

William J. Davis of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Twelve thousand 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 one 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:

The Northwest quarter of Section Twenty-eight (28) Township Thirteen (13), Range Twenty-one (21) containing one hundred and sixty acres, more or less

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said

Charles W. Westerhaus and Alice Westerhaus 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 Twelve thousand DOLLARS,

according to the terms of Two certain promissory notes 5 this day executed by the said

Charles W. Westerhaus and Alice Westerhaus to the said party one of the second part; said note being given for the sum of Two thousand Dollars December 1st 1912 and Two thousand DOLLARS,

dated August 15 1912, 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 six coupons of 300 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 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 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 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 party one of the second part, and all sums paid by the party one of the second part for insurance, shall be due and payable or not, at the option of the party one of the second part; and it shall be lawful for the party one 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 party one 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 party one making such sale, on demand to the said Charles W. Westerhaus heirs and assigns.

IN TESTIMONY WHEREOF, The said part one 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

Charles W. Westerhaus [SEAL]  
Alice Westerhaus [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of August A. D. 1912, before me,

Geo. H. Lathrop a Notary Public in and for said County and State, came Charles W. Westerhaus and Alice Westerhaus, his wife 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. 15th 1912.  
Geo. H. Lathrop Notary Public.

Filed for Record on the 21st day of August A. D. 1912, at 12 o'clock P. M.

Aloyd L. Lawrence Register of Deeds.  
R. M. M. Connell Deputy.

(For Release See Book 54 Page 109)



This mortgage is hereby released and the lien thereby created discharged. As witness my hand this 21st day of August, A. D. 1912.

Recorded May 23 1913  
Aloyd L. Lawrence