

## MORTGAGE RECORD.

This Indenture, Made this Sixth day of September in the year of our Lord one thousand nine hundred twelve, between William Logan and his wife Della Logan of Clinton Township in the County of Douglas and State of Kansas, of the first part, and Carl & Lundahl of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Four hundred 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 part 2d 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 North Twenty-eight (28) acres of the North Fifty-seven (57) acres of the South West Quarter (34) of Section Eighteen (18) Township Thirteen (13) of Range Nineteen (19) East of the Sixth Principal Meridian, Kansas.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William Logan and Della Logan parties of the first part do hereby covenant and agree that at the delivery hereof 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 Four hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by the said William Logan and Della Logan to the said part 2d of the second part; said note being given for the sum of Four hundred DOLLARS, dated Lawrence, Kansas, September 6th 1912 due and payable in three year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and three coupons of 26 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 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 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 1st 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 all interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 2d of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the first part; and it shall be lawful for the part 2d of the second part, executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the part 1st of the first part, 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 1st of the first part, making such sale, on demand to the said parties of the first part, heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of  
James Brooks

William Logan [SEAL]  
Della Logan [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of September A. D. 1912, before me,

James Brooks a Notary Public in and for said County and State, came



William Logan and Della Logan 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 25th 1915.  
James Brooks Notary Public.

Filed for Record on the 6th day of Sept A. D. 1912 at 4:10 o'clock P.M.

Thos. L. Lawrence, Register of Deeds.  
Deputy.

This mortgage is subject to the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand and seal this 10th day of September 1917.

Thos. L. Lawrence

Sept. 10th 1917

Thos. L. Lawrence

(For assignment see Book 51, Page 533)  
" " " " " 54 " 229)

This mortgage is subject to the original instrument.

Recorded Oct. 19th 1917