

MORTGAGE RECORD.

The Official Law, Kansas

This Indenture, Made this 28 day of October in the year of our Lord one thousand nine hundred 1912, between Elisha P. Gero, a single man, of Axtell in the County of Marshall and State of Kansas, of the first part, and

State Bank of Decompton, Decompton, Kansas of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Four Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its 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:

Beginning at a point 1469 1/2 ft. East of the S.W. Cor. of the N.E. Quarter of Section Three (3) Township Twelve (12) Range Eighteen (18) and running thence East three Hundred forty-six and one-half (346 1/2) ft.; thence North three Hundred thirty (330) ft.; thence West three hundred forty-six and one-half (346 1/2) ft.; thence South three hundred thirty (330) ft.; to place of beginning in the SE 1/4 of NE 1/4 of section Three (3) and containing Two and one-half (2 1/2) acres.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elisha P. Gero hereby covenant and agree that at the delivery hereof he 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 he 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 and no/100 DOLLARS, according to the terms of his certain promissory note, this day executed by the said

Elisha P. Gero of the second part; said note being given for the sum of Four Hundred and no/100 DOLLARS, dated October 28, 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 4 coupons of 14 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 party 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 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 party 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 of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its 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 of the second part, its 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 making such sale, on demand to the said first party, his heirs and assigns.

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

Signed, sealed and delivered in presence of Elisha P. Gero [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28 day of October, A. D. 1912, before me, Gella H. Schaff, a Notary Public in and for said County and State, came

Elisha P. Gero, a single man 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 February 10 1914 Gella H. Schaff Notary Public.

Filed for Record on the 7 day of Nov A. D. 1912 at 7:01 o'clock P.M.

Eloyd L. Lawrence Register of Deeds.
A. M. McConnell Deputy.

The following is returned on the official instrument:
The note herein described having been paid in full, this mortgage is hereby released and the title thereby created discharged. At witness my hand this 28 day of October, A. D. 1912.

State Bank of Decompton
By W. L. Lawrence Cashier

Recorded Aug 15 1916
Hoyes L. Lawrence
Register of Deeds

Peoples State Bank Form