

## MORTGAGE RECORD.

This Indenture, Made this 30<sup>th</sup> day of October in the year of our Lord one thousand nine hundred twelve between Sylvester Stull and Mary B. Stull, his wife, of Stull, in the County of Douglas and State of Kansas, of the first part, and

Yera Cummings of the second part:

WITNESSETH, That the said part, i.e., of the first part, in consideration of the sum of

One Thousand and no/100 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 of the second part, her 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:

All of the Southwest Quarter (1/4) and the South one-half (1/2) of the Northwest Quarter (1/4) of section Thirty (30) Township Twelve (12) and Range Eighteen (18) containing Two Hundred (200) acres. This mortgage is made subject to a prior mortgage of \$2500.00 to the Mutual Benefit Life Insurance Co., Their lien is only on the Southwest Quarter (1/4) and the Southwest quarter of the Northwest quarter of the above described land,

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Sylvester Stull and Mary B. Stull do hereby covenant and agree that at the delivery hereof they, 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 One Thousand and no/100 DOLLARS,

according to the terms of their certain promissory note, this day executed by the said

Parties of the first part to the said part of the second part said note being given for the sum of One Thousand and no/100 DOLLARS, dated October 30<sup>th</sup>, 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 two coupons of 30.00 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 parties 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 One Thousand 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 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 of the second part, and all sums paid by the part 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, her 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, her 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 Parties, heirs and assigns.

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

Signed, sealed and delivered in presence of

Sylvester Stull [SEAL]  
Mary B. Stull [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of November A. D. 1912, before me,

Zella S. Cliff a Notary Public in and for said County and State, came

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 July 10 1917.

Filed for Record on the 7<sup>th</sup> day of Nov A. D. 1912 at 9<sup>15</sup> o'clock A.M.

W. J. Lawrence Register of Deeds.  
R. M. McConnell Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 23<sup>rd</sup> day of September A. D. 1917.

Recorded April 27 1917  
Gottlieb Postle  
Registered Deeds

Coupon Form

Standard Form

This instrument is entered on the original instrument. Therein herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 23<sup>rd</sup> day of September A. D. 1917.

Recorded May 2 1917  
May 2 1917