

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas

This Indenture, Made this 7th day of December in the year of our Lord one thousand nine hundred thirteen, between _____

of G. O. Pease, executor
of Lane & Tar in the County of Douglas and State of Kansas, of the first part, and
C. H. Grover

_____ of the second part:

WITNESSETH, That the said part..... of the first part, in consideration of the sum of
Three hundred DOLLARS,
 to *Yuss* daily paid, the receipt of which is hereby acknowledged, has *been* sold, and by these presents do *grant*, bargain, sell and mortgage to the said
 part *Yuss* 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 South east quarter of the South West Quarter and the East half of the South West Quarter of the South West Quarter of Section No. 16, Township No. 14, Range No. 19, Also The West half of the South-west-quarter of the South-west quarter of the South east quarter of Section No. 9, Township no. 14, Range No. 19.

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

G. O. Deary 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 nine hundred DOLLARS.

according to the terms of one certain promissory note...this day executed by the said

to the said part of the second part; said note being given for the sum of

Three hundred DOLLARS.

dated fourteenth June 1912, due and payable in Five years, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 22 90 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereof attached, and as hereinafter specified. And the said part 50 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 instance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and the same at the expense of the part of the first party, the said taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, and become an additional lien on this mortgage, to the said mortgagee, and shall bear 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 or 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 part of the second part; and it shall be lawful for the part of the second part, the 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 of the second part, the 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 of the second part, making such sale, on demand to the said J. D. Kearney his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 of the first part ha d hereunto set Thy hand... and seal... the day and year last above written.
Signed, sealed and delivered in presence of D. J. [illegible]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 7th day of December, A. D. 1917, before me,

A. F. F. F. F. 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 April 10 1955

Filed for Record on the 7 day of Dec A. D. 1912 at 4:27 o'clock P. M.

1
 _____ Floyd L. Lawrence, Register of Deeds.
 _____ Deputy.

(The following is endorsed on the original instrument)

L. H. Fischer

When there

Recorded April 7 1914
of David L. Lawrence
 Register of Deeds.

Register of Deeds