

## MORTGAGE RECORD.

Coupon Form

This following is endorsed on the original instrument.  
The note herein described, having been paid in full, this mortgage is hereby released and the lien thereby secured is withdrawn.  
As witness my hand this 19th day of January, A. D. 1913.

Exp. Seal

1913

Recorded Jan. 26

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Jas. C. Lawrence

(For assignment see Book 54, Page 286)  
(" " " " " 374 " 277)  
For Affidavit see Book 84, Page 71

This Indenture, Made this Fourth day of January In the year of our Lord one thousand nine hundred and Thirteen between Daniel Scannell, a single man of Quindara in the County of Kansas and State of Kansas, of the first part, and Augustin W. Maberly of the second part:

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of

Three Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell grant, bargain, sell and mortgage to the said

part 4 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 West Twenty Acres of the East half of the Northwest Quarter and the North fifty acres of the West half of the Northwest Quarter of Section Twenty Four (24) Township Thirteen (13) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said Daniel Scannell do sell

hereby covenant and agree that at the delivery hereof here 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 Three Thousand DOLLARS,

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

to the said part 4 of the second part; said note being given for the sum of Three Thousand DOLLARS,

dated January 4 1913, due and payable in one year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 20 coupons of ninety dollars each thereon 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 4 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 DOLLARS, in such 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 4 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 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 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 part 4 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 part 4 making such sale, on demand to the said Daniel Scannell, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 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 Daniel Scannell [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 4th day of January, A. D. 1913, before me, William J. Smith a Notary Public in and for said County and State, came

Daniel Scannell (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 Oct 20th 1913. William J. Smith Notary Public.

Filed for Record on the 10 day of Jan A. D. 1913, at 9:21 o'clock A.M.

Jays L. Lawrence, Register of Deeds.

Deputy.

The following is endorsed on the original instrument:  
The note herein described, having been paid in full, this mortgage is hereby released and the lien thereby created is withdrawn.

Recorded Jan 4 1913

Jays L. Lawrence  
Register of Deeds