

## MORTGAGE RECORD.

The Grantee, Lawrence, Kansas.

This Indenture, Made this thirty first day of January In the year of our Lord one thousand nine hundred and thirteen between Shiram Riley and Almetia Riley, his wife

Lawrence in the County of Douglas and State of Kansas, of the first part, and

Ed M. Quary Jr.

of the second part:

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

Three Thousand (\$3000.00) 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 two 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 West Quarter (4) of Section Two (2) in Township Traction

(14) of Range - nineteen (19) East of 6th P. M.

This mortgage is subject to a first mortgage this day given to the Citizens State Bank of Lawrence, Kansas as security for \$3000.00 (and interest) due in five years but of which mortgages are given as security for payment of purchase price for said real estate purchased by parties of first part from party of second part

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

Shiram Riley and Almetia Riley do hereby covenant and agree that at the delivery hereof they are 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 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 Three Thousand (\$3000.00) DOLLARS,

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

Shiram Riley and Almetia Riley, his wife

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

Three Thousand (\$3000.00) DOLLARS,

dated January 31st 1913, due and payable in two and one half years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of 105 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 two 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 Fifteen Hundred (\$1500.00) 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 two of the first part, and the expense of such taxes and accruing penalties, interests 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part two of the second part; and it shall be lawful for the part two of the second part, these executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part two of the second part, these 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 two making such sale, on demand to the said Shiram Riley heirs and assigns.

IN TESTIMONY WHEREOF, The said part two 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

M. A. Kurrelles witnesses to mark of Shiram Riley Shiram Riley (SEAL)

Almetia Riley (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1 day of Feb A. D. 1913, before me,

C. B. Stoufford a Notary Public in and for said County and State, came

Shiram Riley and Almetia

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 May 21 1914 Notary Public.

Filed for Record on the 2 day of Feb A. D. 1913 at 2 o'clock P. M.

Thoyd L. Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original instrument:

This note herein described, being paid in full, this day of Feb, A. D. 1913, and the same has been duly credited and discharged. As witness my hand this 23rd day of Feb, A. D. 1913.

Ed M. Quary Jr. Register of Deeds

Recorded Feb 23rd 1914

Ed M. Quary Jr. Register of Deeds

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Recorded Jan 31st 1916