

MORTGAGE RECORD.

THE KANSAS LAWYER, KANSAS

This Indenture, Made this 15th day of January in the year of our Lord one thousand nine hundred Thirteen between Aquila C Kendall and Emily Kendall, his wife and Clara Kendall unmarried of the in the County of Douglas and State of Kansas, of the first part, and The New Valley State Bank, Emporia, Kansas of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Twelve Hundred and 00/100 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 part one of the second part, their 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 half (1/2) of the Southeast Quarter (1/4) of Section Thirty Four (34) in Township Thirteen (13) South of Range Twenty One (21) East of the Sixth P. M. Containing Eighty (80) Acres more or less

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said Aquila C Kendall and Emily Kendall, his wife and Clara Kendall, unmarried do hereby covenant and agree that at the delivery hereof they 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 Twelve Hundred and 00/100 DOLLARS, according to the terms of First mortgage Real Estate Bond certain promissory note... this day executed by the said Parties of the first part

to the said part one of the second part; said note being given for the sum of Twelve Hundred and 00/100 DOLLARS, dated January 15th 1913, due and payable in Five year... from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of Five 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 one 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 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 one 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 one of the second part, and all sums paid by the part one of the second part for insurance, shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part one of the second part, their 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 one of the second part, their 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 one making such sale, on demand to the said Parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part one 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 the undersigned to make parties hereto on the premises herein named Aquila C Kendall [SEAL] of 100% or multiple thereof at any interest Emily Kendall [SEAL] Clara Kendall

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of January A. D. 1913, before me, James A. D. 1913, a Notary Public in and for said County and State, came Aquila C Kendall and Emily C. Kendall, his wife and Clara Kendall, unmarried 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 Sept 25th 1915 Geo H. Lathrop Notary Public.

Filed for Record on the 13 day of February A. D. 1913 at 10⁰² o'clock A. M. James A. Lawrence Register of Deeds. Deputy.

THIS FOLLOWING IS ENDORSED ON THIS ORIGINAL INSTRUMENT

Received of Aquila C. Kendall and his wife Emily C. Kendall the sum of Twelve Hundred and 00/100 Dollars, in full satisfaction of the within Mortgage.

Recorded Dec 11th 1913

Paul Lawrence

Geo. C. Wright

Peoples State Bank Form