

MORTGAGE RECORD.

371

The Gazette, Lawrence, Kansas.

This Indenture, Made this 10th day of January in the year of our Lord one thousand nine hundred Thirteen between Fred J. Whaley and Jessie C. Whaley, his wife Harry A. Whaley and Margaret M. Whaley, his wife of Douglas and County of Cook, Illinois and Samuel In the County of Douglas and State of Kansas, of the first part, and The New Valley State Bank, Enders of the second part:

consideration of the sum of Fifteen Hundred and no/100 DOLLARS, and mortgage to the said Samuel as and State of Kansas,

described as follows, to wit: The South half (1/2) of the North East Quarter (1/4) of Section Number Twenty Three (23) Township Number Thirteen (13) Range Number Twenty (20) Containing Eighty (80) acres more or less

with the appurtenances, and all the estate, title and interest of the said Samuel of the first part therein. And the said Fred J. Whaley and Jessie C. Whaley, his wife Harry A. Whaley and Margaret M. Whaley, his wife do hereby covenant and agree that at the delivery hereof they are 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 themselves 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 Fifteen Hundred and no/100 DOLLARS, according to the terms of Just Mortgage Note certain promissory note... this day executed by said Parties of the first part

to the said part ies of the second part; said note being given for the sum of Fifteen Hundred DOLLARS, dated January 10th 1913, 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 coupons 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 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 ... DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part ies 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 ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies 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 ies 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 ies of the first part, making such sale, on demand to the said part ies of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand and seal... the day and year last above written. Fred J. Whaley Harry A. Whaley Jessie C. Whaley Margaret M. Whaley

State of Kansas, Douglas County, ss. BE IT REMEMBERED, That on this 10th day of January, A. D. 1913, before me, the undersigned a Notary Public in and for said County and State, came Fred J. Whaley and Jessie C. Whaley, his wife to me personally known to be the same persons 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. Fred J. Whaley Jessie C. Whaley Notary Public. My Commission Expires Sept 25th 1915

Filed for Record on the ... day of ... A. D. 19... at ... o'clock ... M. State of Illinois, County of Cook, SS. I, John E. Tittman, a Notary Public in and for, and residing in the said County, in the state aforesaid, do hereby certify that Harry A. Whaley and Margaret M. Whaley, personally known to me to be the same persons whose names... subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial seal this twenty-fifth day of January A.D. 1913.

(SEAL) John E. Tittman, Notary Public. Recorded Feb: 13th at 10:03 A.M. 1913.

Lloyd L. Lawrence Register of Deeds.

of our Lord one thousand
M. Dear,
mans, of the first part, and
of the second part:
consideration of the sum of
DOLLARS,
and mortgage to the said
as and State of Kansas,
Number
(20) Containing
do
and indefeasible estate of
whatsoever. This grant is
DOLLARS,
year... from date
dollars each thereto
ed. And the said part
to keep the said premises
DOLLARS,
interests and costs, and
and insurance, shall, from
the rate of 10 per cent. per
insurance is not kept up
penalties and interest and
of the second part, their
second part, their
by law, appraisement
the moneys arising from
of making such sale, and
heirs and assigns.
and year last above written.
[SEAL]
[SEAL]
State, came
knowledgeed the execution
year last above written.
Notary Public.
Register of Deeds.
Deputy.

12/16/13
Fred J. Whaley and Jessie C. Whaley, his wife
Harry A. Whaley and Margaret M. Whaley, his wife
1500
New Valley State Bank, Enders
Register of Deeds
Lloyd L. Lawrence
Feb 16 1916

Peoples State Bank Form