

MORTGAGE RECORD.

375

This Indenture, Made this Twenty fourth day of February in the year of our Lord one thousand nine hundred and thirteen between James H. Day and Mary J. Day (his wife)

of Lawrence in the County of Douglas and State of Kansas, of the first part, and President Board of Trustees of Kansas Yearly Meeting a Corporate Body of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of Three thousand 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 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: Commencing North East Corner of West Half (1/2) of North West 1/4 Section Twelve (12) Township Thirteen (13) Range Nineteen, (19) Thence West 50 rods, South 5 3/4 rods thence East 28 feet, South 45 rods 6 1/2 feet; West 31 rods 11 1/2 feet; thence South to South West corner of said Quarter (1/4) Section; East 80 rods, thence North 160 rods to the place of beginning 6.1 acres

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said James H. Day and Mary J. Day do hereby covenant and agree that at the delivery hereof to 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 DOLLARS,

according to the terms of one certain promissory note... this day executed by the said James H. Day and Mary J. Day to the said part 4 of the second part; said note being given for the sum of Three Thousand DOLLARS,

dated Lawrence, Feb. 24, 1913 due and payable in Five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Twenty 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 us 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 us 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 us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us of the second part, its 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 us of the second part, its 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 us of the second part, its executors, administrators or assigns, on demand to the said James H. Day heirs and assigns.

IN TESTIMONY WHEREOF, The said part us of the first part have hereunto set their hands and seal... the day and year last above written. Signed, sealed and delivered in presence of James H. Day [SEAL] Mary J. Day [SEAL]

State of Kansas, Douglas County, ss. BE IT REMEMBERED, That on this 24 day of Feb A. D. 1913, before me, E. B. Kauford a Notary Public in and for said County and State, came James H. Day and Mary J. Day 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 E. B. Kauford Notary Public.

Filed for Record on the 24 day of February A. D. 1913 at 4 o'clock P. M. Lynd L. Lawrence Register of Deeds Deputy.

The following is returned on the original instrument: This note herein described having been paid in full, this mortgage is hereby released and the said party releasing the same is hereby discharged. Dated this 24th day of February, 1913. J. H. Lawrence, Register of Deeds, Douglas County, Kansas.

Recorded Apr 5th 1916
J. H. Lawrence
Register of Deeds,
Douglas County, Kansas

Peoples State Bank Form