

## MORTGAGE RECORD.

The Grantee, Lawrence, Kansas.

This Indenture, Made this 15<sup>th</sup> day of February in the year of our Lord one thousand nine hundred thirteen between Joseph Gillmer and Barbara M. Gillmer, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and

The New Valley State Bank, Andover, Kans. of the second part:

WITNESSETH, That the said part of the first part, in consideration of the sum of Nine Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part, this 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: Beginning Eighteen Hundred fifteen and 35/100 (1875-35/100) feet East of the Northwest Corner of Section Five (5) Township Thirteen (13) Range Twenty one (21) thence South Thirteen hundred ninety one (1391) feet thence West three hundred thirteen and 15/100 (313-15/100) feet thence North Thirteen Hundred Ninety one (1391) feet thence East Three hundred thirteen and 15/100 (313-15/100) feet to place of beginning, containing ten (10) acres;

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

Joseph Gillmer and Barbara Gillmer, his wife, 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 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 Nine hundred and no/100 DOLLARS,

according to the terms of a first mortgage read state bond promissory note this day executed by the said Joseph Gillmer, Barbara M. Gillmer, his wife,

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

Nine Hundred and no/100 DOLLARS,

dated February 15<sup>th</sup> 1913, due and payable in five years 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 of the first part hereby agrees 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, interests and costs, and insure the same at the expense of the part 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 of the second part, and all sums paid by the part of the second part, of the second part, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part 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, appraisal hereby waived or not at the option of the part 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 of the second part, making such sale, on demand to the said part of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

Joseph Gillmer [SEAL]  
Barbara M. Gillmer [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of February A. D. 1913, before me, the undersigned a Notary Public in and for said County and State, came

Joseph Gillmer and Barbara M. Gillmer, his wife, 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.

My Commission Expires Sept. 25<sup>th</sup> 1915. Geo. H. Lathrop Notary Public.

Filed for Record on the 12<sup>th</sup> day of March A. D. 1913 at 7<sup>22</sup> o'clock A. M.

Reynold S. Lawrence Register of Deeds.  
R. M. McConnel Deputy.

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year...from date

dollars each thereto

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to keep the said premises

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interests and costs, and

penalties and interest and

of the second part for

of the second part, their

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