

MORTGAGE RECORD.

The Canasta, Lawrence, Kansas

This Indenture, Made this seventeenth day of April in the year of our Lord one thousand nine hundred and thirteen between Levi A Pease and Elsie I Pease his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Emory Pease

of the second part:

WITNESSETH, That the said part 100 of the first part, in consideration of the sum of

WITNESSETH, That the said part two of the first part, in consideration of the sum of Two Thousand two hundred (\$2200) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have the sold, and by these presents do grant, bargain, sell and mortgage to the said part you 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 east one-half of the northeast quarter of the northeast one-quarter of section thirty-three (33) township twelve (12) Range nineteen (19)

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

Given A Please and Ola S. Reese _____ 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 two thousand two hundred DOLLARS, according to the terms of one certain promissory note...this day executed by the said

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

Levi A. Pease and Oba. I. Pease

to the said part... of the second part; said note being given for the sum of Two Thousand two hundred DOLLARS.

dated April 17, 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 ten coupons of 71 50 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 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 Two Thousand Eight Hundred 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 second part; and the said mortgagee shall also pay the 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 at the rate of interest of ten 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 the insurance and penalties and interest and 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 for insurance, 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, his 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 of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to be 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 John Adams, Charles New heirs and assigns.

IN TESTIMONY WHEREOF, The said part is of the first part have hereunto set their hand s and seal 4 the day and year last above written.

Levi A Pease
Chas Pease

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of April, A. D. 1913, before me,

Emma H. Neville a Notary Public in and for said County and State, came

Levi A. Pease and Ola J. Pease, his wife,
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.

Cora H. Nevill Notary Public

My Commission Expires October 14 1955

Filed for Record on the 17 day of April A. D. 1913 at 4 o'clock PM

Flora J. Lawrence, Register of Deeds

----- Walter R. Williams -----, Register of Deeds.

....., Deputy.

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