

State of Kansas, Shawnee County, ss.

Be It Remembered, That on this 17th day of March A.D. 1915, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Charley M. Duncan Jr. and Rosa Duncan, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Commission expires June 27, 1916. (SEAL)

Anna Richman, Notary Public.

Recorded March 20th. A.D. 1915, at 9:50 o'clock A.M.

Thos. L. Lawrence
Register of Deeds,
Geo. B. Hight Deputy.

This Mortgage, Made this 9th day of November in the year of our Lord one thousand nine hundred and fourteen by and between Charles S. Haas, a widower of the County of Hidalgo and State of Texas part of the first part, and Ralph R. Langley party of the second part,

Witnesseth, That the said part of the first part, for and in consideration of the sum of Ten (\$10.00) dollars, and other valuable considerations to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, he granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The South East quarter (¼) of the South east Quarter (¼) of Section four, township fifteen (15) Range nineteen (19) east of 6th P.M. and the south half (½) of the Northeast quarter (¼) of the Southeast quarter (¼) section four, township fifteen range nineteen, containing sixty (60) acres, more or less, according to survey, free and clear of all incumbrances.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; Provided, Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Charles S. Haas on November 23, 1913, executed and delivered Two (2) certain promissory notes in writing to the party of the second part, payable at Houston, Texas, as follows, to-wit: Note No.1 for the sum of Three Hundred Ninety-one and 54/100 (\$391.54) Dollars, being one of a series of four notes for the same amount, secured by the vendor's lien on a part of Lot Ten (10) in Section Two Hundred seventy-three (273), Hidalgo County, Texas, and Note No.1 for Seven hundred Forty-seven and 83/100 (\$747.83) Dollars, being note No.1 of a Series of four notes for the same amount, secured by the vendor's lien on Lot Fifteen (15) Section Two Hundred Seventy-three (273) Hidalgo County, Texas, each of said notes above described, due one year from its date.

Now, if the said Charles S. Haas shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when due, then, and in that case, the whole of said sum and interest shall, at the option of the said party of the second part, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators, and assigns, shall be entitled to a judgement for the sum due upon said note, and the additional sums paid by virtue of this mortgage and costs, and a decree for the sale of said premises in satisfaction of said judgement, foreclosing all rights and equities in and to said premises of the said party of the first part, his heirs and assigns, and all persons claiming under him. And the said party of the first part shall and will at his own expense from the date of the execution of this mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected on said land, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of _____ Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Executed and delivered in presence of

Charles S. Haas (SEAL)

Robt H. Kloxner

Eugene R. Kean

State of Texas, County of Hidalgo, ss. Be It Remembered, That on this 5th day of

For Release See Book 68 Page 106.
(For assignment See Book 67 Page 124)

Recorded March 18, 1915, at 10:14 a.m. as to fully executed and filed.
The undersigned Notary Public.