

## Mortgage Record.

This Indenture, Made this 27<sup>th</sup> day of May in the year of our Lord one thousand nine hundred and fifteen, between E. H. Kraus and Maggie Kraus, his wife in the County of Douglas and State of Kansas, of the first part, and Henry Abels of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Hundred (\$600.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have all sold, and by these presents do grant, bargain, sell and mortgage to the said part 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: All Lots in Block number One Hundred and Eleven (111) in the City of Eudora, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said E. H. Kraus and Maggie Kraus 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 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 Six Hundred DOLLARS,

according to the terms of one certain promissory note this day executed by the said E. H. Kraus and Maggie Kraus to the said part of the second part; said note being given for the sum of Six Hundred DOLLARS, dated May 27 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 thereto attached, all 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 said mortgagee, in the sum of Two 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 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, 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 E. H. Kraus and Maggie Kraus or their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

E. H. Kraus (SEAL.)  
Maggie Kraus (SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

BE IT REMEMBERED, That on this 27<sup>th</sup> day of May A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, came E. H. Kraus and Maggie Kraus 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.

My commission expires April 4<sup>th</sup> 1914 Notary Public.

This instrument was filed for record on the 28 day of May A. D. 1913 at 9<sup>15</sup> o'clock A. M.

W. L. Lawrence Register of Deeds.  
By Henry Abels Deputy.

(THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT)

Received of E. H. Kraus and Maggie Kraus the sum of Six Hundred Dollars, in full satisfaction of the within Mortgage.

Henry Abels

\$600.00

Recorded July 19<sup>th</sup> 1912

Capitell J. J. J.

Register of Deeds

This instrument is returned to the original instrument. The same has been described having been paid in full, this mortgage is hereby released and the same shall be cancelled. As witness my hand this 11<sup>th</sup> day of October, A. D. 1912.  
Henry E. B. Lawrence

Recorded Oct 11 1912  
Capitell J. J. J.