

## Mortgage Record.

This Indenture, Made this 10<sup>th</sup> day of July in the year of our Lord one thousand nine hundred thirteen, between W. Carl Emick and Cornelia M. Emick, his wife of Laurence, in the County of Douglas and State of Kansas, of the first part, and

Citizens State Bank, Laurence, Kansas of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Four 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 party of the second part, its 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:

A part of the North sixty (60) acres of the Southeast Quarter of Section thirty-five (35) in township twelve (12) South of Range Nineteen (19) East, Described as follows: Commencing at a point on the South boundary of said sixty (60) acres one hundred (100) rods; West of the Southeast corner of said sixty (60) acres, thence North thirty-two (32) rods; thence East parallel with the said South boundary one hundred (100) rods to the Eastern boundary of said sixty (60) acres; thence North along said Eastern boundary seventeen and one-third (17-1/3) rods, thence West parallel with the North boundary of said sixty (60) acres sixty rods (60) thence North ten and two-thirds (10-2/3) rods to said North boundary; thence along said North boundary one hundred (100) rods to the Northwest corner of said sixty (60) acres, thence South along west boundary of said sixty (60) acres sixty (60) rods to the Southwest corner thereof, and all the estate, title and interest of the said parties of the first part therein. And the said

W. Carl Emick and Cornelia M. Emick, his wife 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

Four Thousand DOLLARS,

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

W. Carl Emick and Cornelia M. Emick, his wife,

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

Four Thousand DOLLARS,

dated July 10<sup>th</sup> 1913, due and payable in three year s. from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of \$ 120.00 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 parties 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

Four Thousand 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party making such sale, on demand, to the said

heirs and assigns.

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

Signed, sealed and delivered in presence of

W. Carl Emick (SEAL)

Cornelia M. Emick (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of July A. D. 1913,

before me, the undersigned, a Notary Public

in and for said County and State, do see W. Carl Emick and Cornelia

M. Emick, 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 March 11<sup>th</sup> 1914 July Notary Public.

This instrument was filed for record on the 24<sup>th</sup> day of July A. D. 1913, at 3<sup>47</sup> o'clock P.M.

By R. M. McConnell Deputy.

First copy of this instrument is the effect instrument. The same herein described having been paid in full, the same is hereby canceled and discharged. As witness my hand this 10<sup>th</sup> day of July A. D. 1913.

Citizens State Bank  
By E. A. Hartman, Jr.

Recorded July 5<sup>th</sup> 1913  
Elletta Northrup  
Register of Deeds.  
A. W. Christy, Deputy.

L. S.

over there! Where east with (60) rods; to place of beginning containing thirty six (36) acres more or less.