

Mortgage Record.

This Indenture, Made this 18th day of August in the year of our Lord one thousand nine hundred and thirteen between Chas. E. Sutton and Elizabeth W. Sutton, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Watkins Natl Bank of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Ten Thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said party its successors 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 North half (N 1/2) of section five (5) Township twelve (12) Range twenty (20) The Southeast quarter S E 1/4 of section five (5) Township twelve (12) Range twenty (20)

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Parties of the first part

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 included as a Mortgage to secure the payment of the sum of

Ten Thousand DOLLARS,

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

Parties of the first part

to the said party 1st of the second part; said note being given for the sum of

Ten Thousand DOLLARS,

dated Lawrence Kans Aug 18/13, due and payable in two years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of 300 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 1st 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

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 1st 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 1st of the second part, and all sums paid by the party 1st of the second part for insurance, shall be due and payable or not at the option of the party 1st of the second part; and it shall be lawful for the party 1st of the second part, its 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 1st of the second part, its 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 1st making such sale, on demand, to the said Parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

Charles E. Sutton (SEAL)
Elizabeth W. Sutton (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of August A. D. 1913, before me, D. C. Asher, a Notary Public



in and for said County and State, came Chas. E. Sutton and Elizabeth W. Sutton, 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 Mar 11 1916 D. C. Asher Notary Public.

This instrument was filed for record on the 18th day of Aug A. D. 1913, at 3²⁰ o'clock P. M.

Floyd Lawrence Register of Deeds.
By R. M. McComell Deputy.

Recorded July 14 1916
Floyd Lawrence
Register of Deeds
St. Louis, Mo.
By C. E. Sutton
Elizabeth W. Sutton

This mortgage is entered on the mortgage book of the County of Douglas, State of Kansas, at the City of Lawrence, Kansas, on the 18th day of August, 1913, at 3:20 P. M. and is duly acknowledged and is a valid mortgage and is hereby released and is hereby discharged. As witness my hand and the seal of the County of Douglas, State of Kansas, on the 18th day of August, 1913.