

Mortgage Record.

This Indenture, Made this 27th day of August in the year of our Lord one thousand nine hundred thirteen, between Henry A. Dean and Alice E. Lillian of Illawa B. D. in the County of Franklin and State of Kansas, of the first part, and Charles A. Comer

WITNESSETH That the said parties of the first part, in consideration of the sum of Twelve Hundred & 75/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have to sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 South half (1/2) of the Northeast hundred six & 7/8 (106 7/8) Acres of the Southwest Quarter (SW 1/4) of Section Twenty four (24) Township Thirteen (13) Range Nineteen (19) East of the 6th P. M. Containing 53 1/3 Acres.

with the mortgagees, and all the estate, title and interest of the said part ^{one} of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof, they as the lawful owner, of the premises above granted 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 Thirteen hundred & 00/100 DOLLARS, according to the terms of one certain promissory note, this day executed by the said Parties of the first part to the said part four of the second part; said note being given for the sum of Thirteen hundred & 00/100 DOLLARS, dated Aug 27th 1913, due and payable in September 7th 1918 and date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of Twenty nine 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 two 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.....

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 4 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 upon this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if no 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 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the second part, or the first part, or the second part; and it shall be lawful for the part 4 of the second part, the hus....., executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner....., appraisement hereby waived or not, at the option of the part 4 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 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 4 making such sale, on demand, to the said part of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

Henry Illian (SEAL)
Alice E Illian (SEAL)

STATE OF KANSAS, }
Franklin County } ss.
 BE IT REMEMBERED, That on this 3 day of September, A. D. 1913,
 before me, A Notary Public, a Notary Public
 in and for said County and State, came Henry Allman and Alice
E. Allman, his wife, who executed the foregoing instrument of writing,
 to me personally known to be the same person, 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.
E. B. B.

My commission expires June 11 1914
 This instrument was filed for record on the 5 day of Sept
 A. D. 1913, at 11 o'clock A. M.
Floyd L. Lawrence
 Register of Deeds.
 By _____ Deputy

(The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the
debtor thereon created discharged. As witness my hand this 23rd day of September, D. 1919--

Recorded Nov 19, 1919.

Charles A. Bonner

Little Northrup

Register of Deeds.