

Mortgage Record.

This Indenture, Made this 24th day of September in the year of our Lord one thousand nine hundred & thirteen, between John S. Dillon and Alice Dillon, his wife of Lone Star, in the County of Douglas and State of Kansas, of the first part, and J. A. Kessler of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty Two Hundred & 00/100 DOLLARS to themselves paid, the receipt of which is hereby acknowledged, have 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: The North West quarter (1/4) of Section Twenty Two (22) Township Fourteen (14) Range Eighteen (18)

with the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said John S. Dillon & Alice Dillon 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 Twenty Two Hundred & 00/100 DOLLARS,

according to the terms of one certain promissory note - this day executed by the said John S. Dillon & Alice Dillon to the said part of the second part; said note being given for the sum of Twenty Two Hundred & 00/100 DOLLARS, dated Sept. 24th 1913, due and payable in five year 5 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and five coupons of 12 1/2 dollars each thereto attached. And this conveyance shall be void if such payment be made as a 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 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, interests 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 first 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 to sell the premises hereby granted, at any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, and the proceeds of 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 parties 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 John S. Dillon (SEAL.) Alice Dillon (SEAL.)

STATE OF KANSAS, } ss. Orange County

BE IT REMEMBERED, That on this 24th day of Sept. A. D. 1913, before me, Edwin H. Platt, a Notary Public in and for said County and State, came John S. Dillon & Alice Dillon 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 May 8 1915. Notary Public. Edwin H. Platt
This instrument was filed for record on the 25 day of Sept. A. D. 1913, at 9:55 o'clock A.M. Hyatt Lawrence Register of Deeds. Geo. L. Nigzel Deputy.

This mortgage is intended to be a mortgage and not a sale. The parties hereto have been advised of this fact and have executed this instrument voluntarily and without any fraud, duress, or coercion. As witness my hand this 25th day of Sept. A. D. 1913.
J. A. Kessler
Oct 21st 1913
Estelle T. Williams
 Register of Deeds

This mortgage is intended to be a mortgage and not a sale. The parties hereto have been advised of this fact and have executed this instrument voluntarily and without any fraud, duress, or coercion. As witness my hand this 25th day of Sept. A. D. 1913.
 (For assignment see Book 54 Page 27)