

## Mortgage Record.

This Indenture, Made this 28th day of September in the year of our Lord one thousand nine hundred and thirteen, between George A. Tuttle & Nellie A. Tuttle his wife of Lansing in the County of Douglas and State of Kansas, of the first part, and John H. Kelley of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen hundred DOLLARS to have 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, 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 West half of the North West quarter of Section Twenty One (21) in Township Number Thirteen (13) of Range Number Nineteen (19) in said County and State

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Parties of the first part 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, free, firm 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 Fifteen hundred DOLLARS, according to the terms of their certain promissory note—this day executed by the said Parties of the first part

to the said party of the second part; said note being given for the sum of Fifteen hundred DOLLARS, dated September 28th 1913, due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 3 coupons of Monthly 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 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 notes 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 first part, and it shall be lawful for the party of the first 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 party of the first 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 party of the first part, his making such sale, on demand, to the said Parties of the first part and their 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

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of Oct. A. D. 1913, before me, A. F. Flynn, a Notary Public in and for said County and State, came George A. Tuttle and Nellie A. Tuttle his wife to me personally known to be the same persons 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 10 1915 Notary Public.

This instrument was filed for record on the 16th day of Oct A. D. 1913, at 3:20 o'clock P. M.

By Floyd L. Lawrence Register of Deeds.  
Geo. H. Nitzel Deputy.

(The instrument is returned to the original mortgagee and the same herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 30th day of March A. D. 1914.)

John H. Kelley

10th

Received March 30 1914  
Floyd L. Lawrence  
Register of Deeds



(The following is returned to the original mortgagee and the same herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 30th day of March A. D. 1914.)

Recorded June 30 1914  
Floyd L. Lawrence