

# Mortgage Record.

This Indenture, Made this Third day of July in the year of our Lord one thousand nine hundred and twentieth, between Frank O. Perry and Helen L. Perry (Wife) of Lone Star in the County of Douglas and State of Kansas, of the first part, and W. J. Danville of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three hundred and fifty 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 part 2d 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:

Commence at the North East Corner of the North East quarter (1/4) Section One (1) Township Fourteen (14) Range Eighteen (18) East thence South 60 rods west 16 rods to road Number 175 thence in a North Easterly direction along the East line of said road to place of beginning Containing 5 acres more or less.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Frank O. Perry and Helen L. Perry do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Three hundred and fifty DOLLARS,

according to the terms of one certain promissory note this day executed by the said Frank O. Perry and Helen L. Perry

to the said part 2d of the second part, said note being given for the sum of Three hundred and fifty DOLLARS,

dated July 3 1913, due and payable in three years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of three DOLLARS, 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 of 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 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 2d of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the second part; and it shall be lawful for the part 1st of the second 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 part 1st 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 2d making such sale, on demand, to the said Frank O. Perry heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part ha three hereunto set three hand and seal Frank O. Perry the day and year last above written.

Signed, sealed and delivered in presence of Frank O. Perry (SEAL) Helen L. Perry (SEAL)

STATE OF KANSAS, }  
Douglas County } ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of July A. D. 1913, before me John M. Newlin, a Notary Public in and for said County and State came Frank O. Perry and Helen L. Perry to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

*(Handwritten initials)*

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. John M. Newlin Notary Public.

My commission expires March 10 1915. This instrument was filed for record on the 31<sup>st</sup> day of Oct, A. D. 1913, at 2:15 o'clock P. M.

Floyd L. Lawrence Register of Deeds. Geo. L. Hartzel Deputy.

(This instrument is returned on the original instrument)  
 The same herein described having been paid in full, by Frank O. Perry and Helen L. Perry on this 31<sup>st</sup> day of Oct, A. D. 1913.  
 Has thereby been discharged.  
W. J. Danville

Recorded April 1 3rd 1914.  
Floyd L. Lawrence  
 Register of Deeds  
Geo. L. Hartzel

This instrument is returned on the original instrument)  
 The same herein described having been paid in full, by Frank O. Perry and Helen L. Perry on this 31<sup>st</sup> day of Oct, A. D. 1913.  
 Has thereby been discharged. As witness my hand and seal this 31<sup>st</sup> day of Oct, A. D. 1913.  
W. J. Danville

Received Feb 20 1916  
W. J. Danville

(For assignment see Book 54, Page 271)