

Mortgage Record.

This Indenture, Made this 23rd day of October in the year of our Lord one thousand nine hundred thirteen, between Herbert W. Emerson & Hermine P. Emerson of Lansing, in the County of Douglas and State of Kansas, of the first part, and President of Board of Trustees Kansas Yrly Meeting, a corporate body of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Three Thousand & no/100 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 of of the second part, their 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:

Lot Number Twenty-one (21) in University Heights, Part Two (2), according to plat filed November 2nd, 1909 in the office of the Register of Deeds, Douglas County, Kansas. Said University Heights, Part Two (2) being in the Southeast part of the Southwest Quarter (4) of Section Thirtysix (36), Township Twelve (12), Range Nineteen (19) East of the 6th P.M.

Said lot being subject to the conditions set out on said plat.

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Herbert W. Emerson & Hermine P. Emerson 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 Thousand & no/100 DOLLARS,

according to the terms of one certain promissory note - this day executed by the said Herbert W. Emerson & Hermine P. Emerson

to the said part of of the second part; said note being given for the sum of Three Thousand & no/100 DOLLARS,

dated October 23rd, 1913, due and payable in five year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Ninety dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, as and hereinafter specified. And the said part all of the first part hereby agree to 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 Five Thousand & no/100 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 all 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. Not kept up thereon, then this conveyance shall 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable by the part of of the second part, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, their executors, administrators or assigns, at any time thereafter, 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 of the second part, their 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 of making such sale, on demand, to the said parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

Ermine O'Hara
Wm L. Wood

Herbert W. Emerson (SEAL.)

Hermine P. Emerson (SEAL.)

STATE OF Kansas
Washington County } ss.

BE IT REMEMBERED, That on this 25th day of October A. D. 1913,

before me, Ermine O'Hara, a Notary Public

in and for said County and State, came Herbert W. Emerson

Hermine P. Emerson

to me personally known to be the same person who 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 November 15 1915 Ermine O'Hara Notary Public.

This instrument was filed for record on the 5th day of November A. D. 1913, at 10:45 o'clock a. M.

By Hoyd Lawrence Register of Deeds.
Geo. B. Metz Deputy.

This instrument is endorsed on the original instrument. The same has been described having been paid in full, this instrument is hereby released and by this endorsement is discharged. As witness my hand and seal of office this 25th day of October, A. D. 1913.

Recorded June 2nd 1918
Expire 1st July 1918
Expire 1st July 1918

LS

This instrument is endorsed on the original instrument.

Recorded June 2nd 1918