

Mortgage Record.

This Indenture, Made this 15th day of October in the year of our Lord one thousand nine hundred thirteen, between

Reinhard Maul & Emma Maul his wife
in the County of Douglas and State of Kansas, of the first part, and
The New Valley State Bank, Cudora, Kansas,
of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Six Hundred and 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 2d 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 Eight (8) in Block Number One Hundred Forty Five (145)
Situated in the City of Cudora, County and State aforesaid,
According to the plat of said city on file in the Register
of Deeds Office.

with the improvements, and all the estate, title and interest of the said part 1st of the first part therein. And the said Reinhard Maul & Emma Maul his wife do hereby covenant and agree that the delivery hereof shall constitute the lawful owner S of the premises above granted and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that they themselves 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

Six Hundred and No/100 DOLLARS, according to the terms of First Mortgage Bond this day executed by the said Reinhard Maul & Emma Maul his wife to the said part 2d of the second part; said sum being given for the sum of Six Hundred and No/100 DOLLARS, dated Oct. 15th 1913, due and payable in three year S from date thereof,

with interest thereon from the date thereof until paid according to the terms of said bond 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 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 above described premises, and shall bear interest at the rate of 6 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 2d of the second part, and all sums paid by the part 1st 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 their 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, 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 over- plus, if any there be, shall be paid by the part 1st making such sale, on demand, to the said Reinhard Maul & Emma Maul his wife theirs heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have set their hand S and seal— the day and year last above written.

Signed, sealed and delivered in presence of

Reinhard Maul (SEAL.)
Emma Maul (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of October A. D. 1913, before me, the undersigned, a Notary Public

LB

in and for said County and State came Reinhard Maul & Emma Maul his wife to me personally known to be the same person S 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 Jan. 17, 1916
This instrument was filed for record on the 8th day of Nov.

Charles A. Hill Notary Public.
Ray L. Lawrence Register of Deeds.
Earl B. Metzger Deputy.

Recorded Dec 25 1913

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Reinhard Maul & Emma Maul his wife
the sum of Six Hundred no dollars, in full
consideration of the within Mortgage.
Harry Miller Notary Public
New Valley State Bank, Cudora, Kansas

Ray L. Lawrence
Register of Deeds.
Earl B. Metzger Deputy.

Recorded Dec 25 1913
Received of Mary Maryen (a widow) the within named Mortgagees,
\$ 1000 00 THE FOLIO HEREIN IS RECORDED ON THE 15th DAY OF Oct 1913