

Mortgage Record.

Recorded - Oct 17 1916
 2750⁰⁰ (THE FOLLOWING IS EXTRACTED FROM THE ORIGINAL INSTRUMENT)
 Dec 17 1916
 Taxpayer - Gus Ziesenis & Carrie Ziesenis, his wife
 The grant of the within described land is hereby made in full satisfaction of the within described mortgage.
 The New Valley State Bank, Eudora, Kansas
 By C. B. Nitzel
 Register of Deeds
 Per C. B. Nitzel

This Indenture, Made this 1st day of October in the year of our Lord one thousand nine hundred thirteen, between Gus Ziesenis & Carrie Ziesenis, his wife of the County of Douglas and State of Kansas, of the first part, and The New Valley State Bank, Eudora, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred Fifty 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 parties 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:

Lots Number Five (5) and Sixteen (16) in Block one Hundred Forty Five (145) in the City of Eudora, as designated by the recorded Map of said City,

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Gus Ziesenis & Carrie Ziesenis, his wife do hereby covenant and agree that at the delivery hereof they and themselves 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

Seven Hundred Fifty and no/100 DOLLARS, according to the terms of First Mortgage Note certain promissory note, this day executed by the said

Gus Ziesenis & Carrie Ziesenis, his wife to the said parties of the second part, said note being given for the sum of Seven Hundred Fifty and no/100 DOLLARS, dated at Eudora, Kansas, 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 note and coupons thereof attached, and all 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 parties 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 upon this mortgage upon the aforesaid 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties 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 parties 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 parties of the first part making such sale, on demand, to the said Gus Ziesenis & Carrie Ziesenis, his wife heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand(s) and seal the day and year last above written.

Signed, sealed and delivered in presence of

Gus Ziesenis (SEAL)
Carrie Ziesenis (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of October A. D. 1913,

before me, the undersigned a Notary Public in and for said County and State, came Gus Ziesenis & Carrie Ziesenis

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 set forth my name and affixed my official seal on the day and year last above written.

My commission expires Jan. 17, 1916 Notary Public.

This instrument was filed for record on the 26 day of Nov. A. D. 1913, at 10:01 o'clock A. M.

Floyd L. Lawrence
 Register of Deeds.
 By C. B. Nitzel Deputy.