

Mortgage Record.

This Indenture, Made this First day of December in the year of our Lord one thousand nine hundred thirteen, between John O. Willey & Ralph O. Willey both single of Douglas in the County of Douglas and State of Kansas, of the first part, and

Luther N. Lewis of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Twenty Hundred (\$1700.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we grant, bargain, sell and mortgage to the said part of 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 East Half (E. 1/2) of the North-west Quarter (N.W. 1/4) of the North-east Quarter (N.E. 1/4) of Section No. Twenty-seven (27); and the South-west Quarter (S.W. 1/4) of the North-east Quarter (N.E. 1/4) of Section No. Twenty-seven (27), all in Township No. Thirteen (13), South of Range No. Twenty (20), East of Sixth (6th) Principal Meridian. Containing Sixty (60) Acres, more or less.

with the appurtenances, and all the estate, title and interest of the said part us 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 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 Twenty Hundred (\$1700.00) DOLLARS,

according to the terms of One certain promissory note, this day executed by the said John O. Willey & Ralph O. Willey, Parties of the first part to the said part of of the second part; said note being given for the sum of Twenty Hundred (\$1700.00) DOLLARS,

dated December First 1913, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Eighty-five (\$85.00) 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 us of the first part hereby agree to pay all taxes assessed on said premises before any penalties thereon shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Twenty Hundred (\$1500.00) 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 us 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 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 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 or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, as 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 of 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 of making such sale, on demand, to the said Parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part us 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

John O. Willey (SEAL.)
Ralph O. Willey (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1913, before me, S. A. Wood, a Notary Public in and for said County and State, came John O. Willey and Ralph O. Willey 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 Apr 10 1917

This instrument was filed for record on the 1st day of Dec, A. D. 1913, at 436 o'clock P. M.

By Raymond L. Lawrence Register of Deeds.
Geo. C. Hartzel Deputy.

This mortgage is subject to the original instrument. The mortgagee is advised that the mortgage is hereby released and the mortgagor is advised that the mortgage is hereby released and the mortgagor is advised that the mortgage is hereby released.

Luther N. Lewis

Recorded March 8th 1920
Castelle Post Office
Register of Deeds

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This mortgage is subject to the original instrument. The mortgagee is advised that the mortgage is hereby released and the mortgagor is advised that the mortgage is hereby released.

Recorded Dec 15th 1913