

Mortgage Record.

This Indenture, Made this 22nd day of March in the year of our Lord one thousand nine hundred 1913, between Almira Murray & E.D. Murray, her husband of Laurance in the County of Douglas and State of Kansas, of the first part, and

Citizens State Bank of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifty Thousand (\$5000.00) 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 party 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:

Beginning on the S. line of the N.E. 1/4 of Sec. 19 in Township 12 of R. 19, at a point 13 chs. and 98 lks. w. of the S. E. corner of said N.E. 1/4, thence N. 9 chs.; thence W. 11 chs. and 11 lks; thence S. 9 chs. to a point on the S. line of said N.E. 1/4 14 chs and 91 lks. E of the S.W. corner thereof; thence E. 11 chs. and 11 lks. to the place of beginning, containing 10 acres. Also beginning at the S.W. corner of the said N.E. 1/4; thence N. 40 chs. to N.W. corner thereof; thence E. 14 chs. and 91 lks; thence S. 40 chs. to S. line thereof; thence W 14 chs. and 91 lks. to S.W. corner, being 59.64 acres.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Almira Murray & E.D. Murray, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Fifty Thousand (\$5000.00) DOLLARS,

according to the terms of one certain promissory note, this day executed by the said Almira Murray & E.D. Murray, her husband to the said part of the second part; said note being given for the sum of Fifty Thousand (\$5000.00) DOLLARS, dated March 22nd 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 34 coupons of 52.50 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 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 One Thousand (\$1000.00) 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 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 there shall be 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part 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 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 the first part making such sale, on demand, to the said Almira Murray heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Almira Murray (SEAL.)
E.D. Murray (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 22nd day of March A. D. 1913, before me, The Undersigned, a Notary Public in and for said County and State, came Almira Murray & E.D. Murray, her husband to me personally known to be the same person 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 March 11 1916.
This instrument was filed for record on the 12th day of Dec, A. D. 1913, at 3:56 o'clock P.M.

Arthur M. Spalding Notary Public.
High Lawrence Register of Deeds.
E. B. Hays Deputy.

This Indenture, Made this 22nd day of March, 1913, between Almira Murray & E.D. Murray, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Citizens State Bank of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifty Thousand (\$5000.00) 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 party 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: Beginning on the S. line of the N.E. 1/4 of Sec. 19 in Township 12 of R. 19, at a point 13 chs. and 98 lks. w. of the S. E. corner of said N.E. 1/4, thence N. 9 chs.; thence W. 11 chs. and 11 lks; thence S. 9 chs. to a point on the S. line of said N.E. 1/4 14 chs and 91 lks. E of the S.W. corner thereof; thence E. 11 chs. and 11 lks. to the place of beginning, containing 10 acres. Also beginning at the S.W. corner of the said N.E. 1/4; thence N. 40 chs. to N.W. corner thereof; thence E. 14 chs. and 91 lks; thence S. 40 chs. to S. line thereof; thence W 14 chs. and 91 lks. to S.W. corner, being 59.64 acres. with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Almira Murray & E.D. Murray, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Fifty Thousand (\$5000.00) DOLLARS, according to the terms of one certain promissory note, this day executed by the said Almira Murray & E.D. Murray, her husband to the said part of the second part; said note being given for the sum of Fifty Thousand (\$5000.00) DOLLARS, dated March 22nd 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 34 coupons of 52.50 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 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 One Thousand (\$1000.00) 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 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 there shall be 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part 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 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 the first part making such sale, on demand, to the said Almira Murray heirs and assigns. IN TESTIMONY WHEREOF, The said parties 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 Almira Murray (SEAL.) E.D. Murray (SEAL.)

(For assignment see Book 57, Page 474)