

## Mortgage Record.

This Indenture, Made this 8th day of December in the year of our Lord one thousand nine hundred 4 thirteen, between Elwood Deay & Carrie E Deay his wife of Lone Star, in the County of Douglas and State of Kansas, of the first part, and

Frank H. Wacker

...of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Twenty hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have all sold, and by these presents do — 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 Dodge and State of Kansas, described as follows to wit:

The North West quarter (1/4) of the South West quarter 1/4 and the West half (1/2) of the South West quarter (1/4) of the South West quarter (1/4) of Section Sixteen (16) Township Fourteen (14) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part as of the first part therein. And the said.....  
Parties of the first part do hereby covenant and

Parties of the first part 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.....

Twenty hundred DOLLARS  
according to the terms of One certain promissory note—this day executed by the said  
Parties of the first part

to the said part 4th of the second part; said note being given for the sum of.....

to the said part of the second part, said note being given for the sum of Twenty hundred DOLLARS  
dated Lawrence Ms. Dec. 8, 1913, due and payable in five years from date thereof.

dated Commence M. Dec. 8, 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 Sixty dollars each thereon attached. And this conveyance shall be void if such payment be made as in said note and coupons thereof attached and as hereinafter specified. And the said parties of the first part hereby agree to pay any 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, \_\_\_\_\_

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties and interest and costs, and insure the same at the expense of the part 100 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 upon 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 in the payment of any of the taxes or premiums or if the insurance is not kept up thereon, then this conveyance shall be void 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 100 of the second part, and all sums paid by the part 100 of the second part for insurance, shall be duly and payable or not, at the option of the part 100 of the second part; and it shall be lawful for the part 100 of the second part his executors, administrators or assigns, at any time thereafter, to sell the premises hereby conveyed, or any part thereof, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, and the proceeds of the sale, granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, from such sale to retain the amount there 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-  
parties of the first part the

plus, if any there be, shall be paid by the part y making such sale, on demand, to the said heirs and assigns.

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

Signed, sealed and delivered in presence of

Elwood Deary (SEAL)  
Carrie E. Deary (SEAL)

STATE OF KANSAS,  
*Douglas* County } ss

BE IT REMEMBERED, That on this 8th day of December A. D. 1913

before me, A. F. Finn, a Notary Public  
in and for said County and State came Elwood Deay & Marie E. Deay

to me personally known to be the same person who executed the foregoing instrument of writing

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last

above written. *Asst. Secy*  
*April 10th 1915*  
 My commission expires \_\_\_\_\_  
 Notary Public.

This instrument was filed for record on the 13th day of Dec A. D. 1931 at 10 o'clock A.M.  
Floyd Lawrence

By Eugene P. Victor Deputy

(For assignment see Book 57, Page 474)

Recorded Dec. 27<sup>th</sup> 1912

Estelle Spruings  
Register of D

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby ordered discharged. As witness my hand this 26 day of Dec, A. D. 1977.

Fueker! Henry Wacker