

Mortgage Record.

This Indenture, Made this 24 day of January in the year of our Lord one thousand nine hundred and fourteen between Sallie L. Bryan, a widow in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of Two hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents does she grant, bargain, sell and mortgage to the said part 2 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 South Ten acres of the West fifty three acres of the South East Quarter of Section Sixteen (16) Township Twelve (12) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Sallie L. Bryan does hereby covenant and agree that at the delivery hereof she is 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 she 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 Two hundred DOLLARS,

according to the terms of her certain promissory note, this day executed by the said Sallie L. Bryan to the said part 2 of the second part; said note being given for the sum of Two hundred DOLLARS, dated January 24 - 1914, 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 six coupons of Seven 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 2 of the first part hereby agrees 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 1 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 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 thereof remaining unpaid or which may have been paid by the part 1 of the second part, and all sums paid by the part 2 of the first part for insurance, shall be due and payable or not, at the option of the part 2 of the second part; and it shall be lawful for the part 2 of the second part, his 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 2 of the first 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 2 making such sale, on demand, to the said Sallie L. Bryan her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has her hereunto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Sallie L. Bryan (SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 24 day of January A. D. 1914, before me, A. G. Flinn, a Notary Public in and for said County and State, came Sallie L. Bryan, a widow

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 April 10th 1915 Notary Public.
This instrument was filed for record on the 24th day of January, A. D. 1914 at 3:50 o'clock P. M.

Hoyd Lawrence Register of Deeds.
By Geo. E. Hight Deputy.

This mortgage is subject to the provisions of the Act of March 1, 1909, relating to the redemption of mortgages. The mortgagee is hereby notified that the mortgage is hereby released and discharged. As witness my hand this 24th day of January, A. D. 1914.

C. H. Tucker

attest:
Geo. E. Hight

Recorded Jan. 20th 1914.
Sallie L. Bryan
Register of Deeds