

Mortgage Record.

This Indenture, Made this 28th day of Jan in the year of our Lord one thousand nine hundred fourteen, between Charles A. Emesty & Johann Christ his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

H. F. Schrader

of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of

WITNESSETH, that the said party of the first part, for and in consideration of the sum of thirty-five hundred DOLLARS to her 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:

North One-hundred (100) acres of Southwest One-quarter (1/4) of Section (32) and Southwest One-quarter (1/4) of Northwest one-quarter (1/4) of Section Thirty-two (32), Township Twelve (12), Range Thirteen (13).

Douglas County Kansas

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Charles A. Christy & Johanna Christy his wife 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 _____ DOLLARS.

claims whatsoever. This grant is made
Thirty-five Hundred

according to the terms of one certain promissory note this day executed by the said.

Charles A. Christy & Johanna Christy his wife

to the said part 4 of the second part; said note being given for the sum of Twenty-five Hundred DOLLARS,
dated January 28th 1914, due and payable in Three year 9 from date thereof
1917 at 105.00

with interest thereon from the date thereof until paid according to the terms of said note and _____ coupons of _____ 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 party 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.

penalties of and shall continue to pay the same until the said mortgage is paid in full. DOLLARS,
Two Thousand
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 4th 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 interest thereon, and all taxes and accruing penalties and interest and costs become absolute, and the whole principal of said note, and of the part 1st of the second part, and all sums paid by the part 2d of the second part remaining unpaid or which may have been paid by the part 1st of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable, or not, at the option of the part 2d of the second part; and it shall be lawful for the part 2d of the second part, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 2d of the second part, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 2d 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 2d making such sale, on demand, to the said John hand, S and seal
heirs and assigns.

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

Signed, sealed and delivered in presence of

.....
.....
.....

Charles A. Christ (SEAL)
Johanna Christ (SEAL)

STATE OF KANSAS,

Douglas County } SS.

BE IT REMEMBERED, That on this 28 day of Jan A. D. 1914

before me, the undersigned of the State of Ill. a Notary Public

in and for said County and State, came, Chas A. Christy and

in and for said County and State, came Johanna Christy, his wife

Johanna Emily her wife
to me personally known to be the same person.....who executed the foregoing instrument of writing

and duly acknowledged the execution of the same.

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

My commission expires May 21, 1914. Notary Public.

This instrument was filed for record on the 28th day of January A. D. 1944 at 3:30 o'clock P.M.
Paul J. Lawrence

Register of Deeds.
Deputy

By Geo. C. Muhl Deputy

(For assignment see Book 54, Page 258)

Murchison to Lewis & David G. Evans
Copy R. H. H. p. 6 Cashier's Book

Two hundred is ordered on the original instrument.
Two-note herein described having been paid in full, this mortgage is hereby released and the
same thereby created discharged. An witness my hand this 9th day of May 1917.
J. B. Kelly

Recorded February 9 1917
Estelle A. Northrup
Register of Deeds.