

## Mortgage Record.

This Indenture, Made this 31<sup>st</sup> day of January in the year of our Lord one thousand nine hundred 4<sup>th</sup> fourteen, between Ellen Priestly, a widow of Laurence, 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 us of the first part, in consideration of the sum of Three Thousand 00/100 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 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 undivided 7/12 of the following: The North half of the southwest quarter of Section twenty-two, Township fourteen, range twenty. The north half of the northwest quarter of section seven, Township fourteen, range twenty. The east half of the southeast quarter of section twenty-eight, Township fourteen, range twenty; less right of way of Leavenworth, Lawrence & Galveston R. R. Co. Also, commence at southwest corner of northeast quarter of Section twenty-two, Township fourteen, Range twenty, thence east eighty rods, north eighty-two rods, west eighty rods, south eighty-two rods to beginning, less one acre school, being the interest of Ellen Priestly, widow, and George L. Priestly, heir at law of William Priestly, deceased.

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Ellen Priestly and George L. Priestly do hereby covenant and agree that at the delivery hereof they the lawful owner of 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 Three Thousand DOLLARS,

according to the terms of their certain promissory note, this day executed by the said

Ellen Priestly and George L. Priestly,

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

Three Thousand DOLLARS,

dated January 31<sup>st</sup>, due and payable in five years 27 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of ninety dollars each thereto 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 part us of the first part hereby agree to 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

Three Thousand 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, 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 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, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, of 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 their heirs and assigns.

IN TESTIMONY WHEREOF, The said part us of the first part have hereunto set their hand and seal 3 the day and year last above written.

Signed, sealed and delivered in presence of

Ellen Priestly (SEAL)

George L. Priestly (SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 31<sup>st</sup> day of January A. D. 1914, before me, D. C. Asher, a Notary Public

in and for said County and State, came Ellen Priestly, a widow and George L. Priestly, a widower

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 Notary Public.

This instrument was filed for record on the 2<sup>nd</sup> day of July A. D. 1914, at 3:30 o'clock 6 M.

By D. C. Asher Register of Deeds.  
Geo. C. Webb Deputy.