

Mortgage Record.

This Indenture, Made this second day of March in the year of our Lord one thousand nine hundred & fourth, between Nancy J. Brawley, a widow of Laurina in the County of Douglas and State of Kansas, of the first part, and

Fidelity Trust Co. Kansas City, Mo. of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Fifteen hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, 16 Successors 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 West quarter of Section Twelve (12) Township Thirteen (13) Range Eighteen (18)

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nancy J. Brawley do 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 who may ever. This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred DOLLARS, according to the terms of a certain promissory note this day executed by the said Nancy J. Brawley

to the party of the second part; said note being given for the sum of Fifteen hundred DOLLARS, dated March, 2nd, 1914, due and payable in five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of forty five 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,

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 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 party 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, Administrators assigns, or assigns, at any time thereafter, to sell the premises hereby granted, if 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, Administrators 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 Nancy J. Brawley, her heirs and assigns.

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

Signed, sealed and delivered in presence of

M. A. Woodward

Clarence Brawley

Nancy J. Brawley (SEAL.)

for mark (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2 day of March A. D. 1914,

before me, Nancy J. Brawley, a Notary Public

in and for said County and State, came 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 February 16, 1916 Notary Public.

This instrument was filed for record on the 3rd day of March A. D. 1914 at 2:40 o'clock P.M.

Douglas Register of Deeds.

By Geo. L. Witz Deputy.

This following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 2nd day of April, A. D. 1914.

L. H. Bickel

Recorded April 18th 1914

L. H. Bickel

This assignment was Book 54 Page 531