

Mortgage Record.

This Indenture, Made this Seventeenth day of February in the year of our Lord one thousand one hundred and 96, between Alice L. Levett (Widow) and John Levett (Husband) in the County of Douglas and State of Kansas, of the first part, and Julia P. Nicholson of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Four hundred 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 2d of the second part, her 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 East Ten (10) acres of South Forty (40) acres of East one hundred (100) acres of South West Quarter (14) of Section Seven (27), Township Twelve (12) Range Nineteen (19)

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said Alice L. Levett and John Levett 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 Four hundred DOLLARS,

according to the terms of one certain promissory note—this day executed by the said Alice L. Levett and John Levett to the said part 2d of the second part; said note being given for the sum of Four hundred DOLLARS,

dated February 17, 1916, due and payable in Five year S. from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Fourteen 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 1st 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 1st 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 thereon remaining unpaid or which may have been paid by the part 2d 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 1st of the second part; and it shall be lawful for the part 1st of the second part, her 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 1st of the second part, her 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 1st making such sale, on demand, to the said Alice L. Levett heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hand S. and seal the day and year last above written.

Signed, sealed and delivered in presence of

Alice L. Levett (SEAL.)
John Levett (SEAL.)

STATE OF KANSAS,

County } ss.

BE IT REMEMBERED, that on this 3 day of March A. D. 1916, before me, John M. Newlin, a Notary Public in and for said County and State came

Alice L. Levett and John Levett 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 10, 1915.
This instrument was filed for record on the 3rd day of March A. D. 1916, at 330 o'clock P.M.

By Floyd Lawrence Register of Deeds.
Geo. B. May Deputy.

This instrument is referred to on the official instrument 136 of July 26th 1916. The same herein described having been paid in full, this instrument is hereby released and by the parties thereto is hereby acknowledged and the same is hereby certified as correct.

Recorded July 26th 1916
Floyd Lawrence
Register of Deeds
Geo. B. May
Deputy