

## Mortgage Record.

This Indenture, Made this Third day of June in theyear of our Lord one thousand nine hundred thirteen (1913), between  
N. M. Axe & Rachel Axe, husband & wife  
of Conner Springs, in the County of Wyandotte and State of Kansas, of the first part, andJoseph C. Dodds & Elizabeth Dodds, husband & wife of the second part:WITNESSETH, That the said parties of the first part, in consideration of the sum of Six thousand one hundred seventy five & no/100 (\$6175.00) 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 parties of the second part, their 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:All of that part of the South West Quarter (44) of Section Fourteen (14), Township Thirteen (13), Range Nineteen (19) East of the 6th P.M., lying South of the center of the channel of Wakarusa Creek, containing 9.3 Acres more or less

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

N. M. Axe & Rachel Axe, husband & wife do hereby covenant and agree that at the delivery hereof they are 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 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 ofSix thousand One hundred Seventy five & no/100 DOLLARS, according to the terms of one certain promissory note of this day executed by the saidN. M. Axe & Rachel Axe, husband & wife to the said part of the second part; said note being given for the sum ofSix thousand One hundred Seventy five & no/100 DOLLARS, dated June 3rd, 1913, due and payable in five years from March 1st, 1914with interest thereon from the date of the said note until paid according to the terms of said note and five coupons of \$370.50 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 parties 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 ofFifteen hundred & no/100 (\$1500.00) 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 the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the date of the first part, 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, their 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 of the second part, their 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 proceeds, if any there be, shall be paid by the part of the second part, making such sale, on demand, to the said N. M. Axe & Rachel Axe, their heirs and assigns.IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

N. M. Axe (SEAL.)Rachel Axe (SEAL.)

STATE OF KANSAS,

Douglas County ss.BE IT REMEMBERED, That on this 3rd day of June A. D. 1913,before me, Frank E. Banks a Notary Publicin and for said County and State, came N. M. Axe & Rachel Axe,his 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.

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

Frank E. Banks Notary Public.My commission expires November 8th, 1914This instrument was filed for record on the 4th day of March 1914 at 10/4 o'clock A.M.By Geo. C. Mize Deputy.

This instrument is subject to the original instrument

N. M. Axe &amp; Rachel Axe, husband &amp; wife

Joseph C. Dodds &amp; Elizabeth Dodds, husband &amp; wife

Recorded June 1st, 1913Edith Northrup

Register of Deeds