

Mortgage Record.

This Indenture, Made this 14th day of November in the year of our Lord one thousand nine hundred thirteen, between G. L. Catlin & Nellie Catlin his wife in the County of Douglas and State of Kansas, of the first part, and

The New Valley State Bank, Eudora, Kansas. of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Hundred Fifty and no/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 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:

Lot number Two (2) and North Fifteen (15) feet of Lot number Three (3), situated in the City of Eudora, County of State of Kansas, according to the plat of said city, now on file in the Register of Deeds office

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said G. L. Catlin & Nellie Catlin his 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 of

Four Hundred Fifty and no/100 DOLLARS,

according to the terms of a First Mortgage Note being given for the said

G. L. Catlin & Nellie Catlin his wife

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

Four Hundred Fifty and no/100 DOLLARS,

dated November 14, due and payable in Five year from date thereof, with interest thereon from the date thereof until paid according to the terms of 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 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties 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 parties 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 overplus, if any there be, shall be paid by the parties of the second part, making such sale, on demand, to the said G. L. Catlin & Nellie Catlin his wife 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

G. L. Catlin (SEAL.)
Mrs. Nellie Catlin (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of December A. D. 1913, before me, the undersigned Notary Public in and for said County and State, came G. L. Catlin & Nellie Catlin 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, and I affixed my official seal on the day and year last above written.

My commission expires June 17 1916 Notary Public.

This instrument was filed for record on the 27 day of March A. D. 1914 at 9:42 o'clock A.M.

Roy L. Lawrence Register of Deeds.
G. L. Catlin Deputy.

ONE FOLLOWING IS THE FULL AND CORRECT COPY OF THE ORIGINAL RECORD OF THIS INSTRUMENT.

\$ 4.50

Recorded Nov. 23, 1913

Estelle A. Withrough

Deputy.

November 21, 1913, 1913.

Received of G. L. Catlin & Nellie Catlin his wife the within named Mortgages, in full the sum of Four Hundred Fifty and no/100 Dollars, in full satisfaction of the within party's note.

New Valley State Bank, Eudora, Kas.

G. L. Catlin