

Mortgage Record.

This Indenture, Made this 1st day of April in the year of our Lord one thousand nine hundred 15, between

G.O. Seay, a widower, in the County of Douglas and State of Kansas, of the first part, and of Lone Star Fidelity Trust Co. of Kansas City, Mo. of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty four hundred DOLLARS to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain, sell and mortgage to the said party of the second part, its 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 East $\frac{1}{4}$ of South West $\frac{1}{4}$ and the East half of the South West $\frac{1}{4}$ of the South West quarter of Section 16 Township 14 Range 19 also the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 16 Township 14 Range 19 Also West $\frac{1}{4}$ of South West $\frac{1}{4}$ of the South East $\frac{1}{4}$ Section 9 Township 14 Range 19 containing 105 acres more or less

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said G.O. Seay do hereby covenant and agree that at the delivery hereof he 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 he 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 Twenty four hundred DOLLARS,

according to the terms of his certain promissory note—this day executed by the said G.O. Seay to the said party of the second part; said note being given for the sum of Twenty four hundred DOLLARS,

dated April 1st 1914, due and payable in five years from date thereof, with interest thereon from the date hereof until paid according to the terms of said note and ten coupons of Twenty four 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 Twenty four hundred 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 party 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 party of the second part, and all sums paid by the party of the second part in advance, shall be due and payable by the party of the second part, at the option of the party of the first part, 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 party of the second part, to the party of the first part, 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 party of the first part, making such sale, on demand, to the said G.O. Seay heirs and assigns.

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

Signed, sealed and delivered in presence of

B.H. Tucker

G.O. Seay (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 4th day of April A. D. 1914 before me, A. F. Plim, a Notary Public in and for said County and State, came

G.O. Seay, 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 April 10 1915

This instrument was filed for record on the 4th day of April

A. D. 1914 at 3:06 o'clock P. M.

By Wm. L. Lawrence Register of Deeds.

Geo. L. Wray Deputy.

This Indenture is subject to the original mortgage. The foregoing herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 3rd day of February, A. D. 1915. B.H. Tucker

Recorded Feb. 3rd 1915. Estelle T. Northrup Register of Deeds.

For assignment see Book 62 Page 42.

This mortgage is subject to the original mortgage. The foregoing herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 3rd day of February, A. D. 1915. B.H. Tucker

Recorded April 15 1915