

Mortgage Record.

This Indenture, Made this 22 day of April in the year of our Lord one thousand nine hundred fourteen, between A. Frank Hems and Julia H. Hems his wife of Seattle in the County of King and State of Washington of the first part, and

C. A. Richards of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Sixteen hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of King and State of Kansas, described as follows to wit:

Block 406 ft. South of N. H. Cor. of S. W. Quarter, S. 55.5 ft. to Lawrence
Leighton Middle road, & along said road 99.8 ft., N. 6.11 ft., N. 9.90 ft., to beginning
in Sec. 2, Twp. 12, Range 18; Also 139.40 ft. South of N. E. Cor. of S. E. Quarter, N. 8.33 ft.,
S. 11.54 ft., E. 8.33 ft., N. 11.54 ft., to beginning in Sec. 3, Twp. 12, Range 18,

with the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said A. Frank Hems and Julia H. Hems, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 Sixteen hundred and no/100 DOLLARS,

according to the terms of their certain promissory note this day executed by the said A. Frank Hems and Julia H. Hems to the said part of of the second part; said note being given for the sum of Sixteen hundred DOLLARS, dated April 22, 1914, due and payable in Three year 3 from date thereof, 48 coupons of 48

with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached, 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 is 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 Seventeen hundred fifty and no/100 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 is of the first part, and the expense of such taxes and accruing penalties, interests 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 is of the second part, and all sums paid by the part is of the second part for insurance, shall be due and payable or not, at the option of the part is of the second part; and it shall be lawful for the part is 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 is 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 part is of the second part, making such sale, on demand, to the said first parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part is of the first part have hereunto set their hand 3 and seal 3 the day and year last above written.

Signed, sealed and delivered in presence of
Ned Honey A. Frank Hems (SEAL.)
Virginia H. Kusick Julia H. Hems (SEAL.)
STATE OF KANSAS Washington
King County } ss.

BE IT REMEMBERED, That on this 10th day of April A. D. 1914, before me, Ned Honey, a Notary Public in and for said County and State, came A. Frank Hems and Julia H. Hems, his wife to be personally known to be the same person who 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 Sept 30th 1917.
This instrument was filed for record on the 29th day of April A. D. 1914 at 11:50 o'clock AM.
Ned Honey Notary Public, in and for State of Washington, residing at Seattle.
Ray L. Lawrence Register of Deeds.
By Geo. B. Metzger Deputy.

Recorded Nov 21 1916
Ray L. Lawrence
County of King
State of Washington
Notary Public
C. A. Richards
A. Frank Hems
Julia H. Hems
Ned Honey
Virginia H. Kusick

THE FOLLOWING IS ENCLOSED ON THE ORIGINAL INSTRUMENT
1921
Received of Henry Rogers
\$ 9.10
Recorded Nov 17 1921
T. W. Marshall