

Mortgage Record.

The following is enclosed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created discharged.
 At witness my hand this 4th day of November A. D. 19 23
Charles A. Hill
 Attest:

Recorded May 4 - 1925
Geo. C. Weelmann
 Register of Deeds

This Indenture, Made this eighth day of May in the year of our Lord one thousand nine hundred and twelve (1914) between Oscar E. Votaw and Elizabeth C. Votaw, his wife and Eudora, in the County of Douglas and State of Kansas, of the first part, and Charles A. Hill of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand 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 y of the second part, his 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 North West Quarter of Section Twenty-seven (27), Township Thirteen (13), Range Twenty-one (21), Excepting the following described tract, viz: commencing at the North West Corner of said Section Twenty-seven (27), Thence East on Section line Three hundred and forty feet (340) thence South Five hundred and ten (510) feet, Thence West Three hundred and forty (340) feet, Thence North Five hundred and ten (510) feet to the starting point.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Oscar E. Votaw and Elizabeth C. Votaw do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 thousand DOLLARS,

according to the terms of one certain promissory note this day executed by the said Oscar E. Votaw and Elizabeth C. Votaw to the said part y of the second part; said note being given for the sum of Four thousand DOLLARS, dated Eudora, Kas., May 8th 1914, due and payable in five year 8 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$120.00 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.

In some insurance companies and mortgagees, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs and in some cases at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and in some cases 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 mortgagee or holder of the same, then this conveyance shall part thereof or interest thereon or the taxes assessed on said premises, and all taxes and accruing penalties and interest and costs become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part, shall be due and payable or not, at the option of the part y of the second part, and it shall be lawful for the part y of the second part, his 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 y of the second part, his 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 y making such sale, on demand, to the said parties of the first part 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
 Oscar E. Votaw (SEAL)
 Elizabeth C. Votaw (SEAL)

STATE OF KANSAS, }
 Douglas County, } ss.
 County

BE IT REMEMBERED, That on this 16th day of May A. D. 1914, before me, Geo. H. Lothholz, a Notary Public in and for said County and State, came Oscar E. Votaw and Elizabeth C. Votaw

(LS) his wife to me personally known to be the same person 8 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.

Geo. H. Lothholz Notary Public.
 My commission expires Sept 25th 1915 X

This instrument was filed for record on the 25th day of May A. D. 1914, at 9:46 o'clock A.M.
Raymond Lawrence Register of Deeds.
Geo. C. Weelmann Deputy.