

Mortgage Record.

This Indenture, Made this 18th day of July in the year of our Lord one thousand nine hundred and fourteen between T. S. Curd and Anna J. Curd, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Watkins National Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven hundred and twenty-five 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, 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: Part of the South West Quarter of Section No. Twenty-four (24), in Township No. Thirteen (13), of Range No. Nineteen (19), more particularly described as: Commencing at the North West Corner of said quarter section; thence south on the West line fifty-three and one third (53 1/3) rods; thence East on a line parallel with the North line of said quarter section one hundred and sixty (160) rods to the East line of said quarter section; thence north on said East line fifty-three and one third (53 1/3) rods to the North East Corner of said quarter section; thence West on the North line of said quarter section one hundred and sixty (160) rods to the place of beginning, containing fifty-three and one third (53 1/3) acres more or less.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part 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 Seven hundred and twenty-five DOLLARS, according to the terms of a certain promissory note this day executed by the said parties of the first part

to the said part y of the second part; said note being given for the sum of Seven hundred and twenty-five DOLLARS, dated July 18, 1914, due and payable in five year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 21.75 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 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 part ies 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 part y of the second part, and all sums paid by the part y of the second part for insurance, 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, ies 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, ies 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, their heirs and assigns.

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

Signed, sealed and delivered in presence of

T. S. Curd (SEAL)
Anna J. Curd (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18 day of July A. D. 1914,

before me, A. P. Flinn, a Notary Public

in and for said County and State, came

T. S. Curd and Anna J. Curd his wife

to me personally known to be the same person s who executed the foregoing instrument of writing,

and duly acknowledged the execution of the same.

(LS) 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 A. P. Flinn Notary Public.

This instrument was filed for record on the 18th day of July A. D. 1914 3:45 P. M.

W. C. Lawrence
Register of Deeds.

By W. C. Wager Deputy.

This instrument is recorded on the 18th day of July 1914 at Lawrence, Kansas, in the presence of the undersigned, who is a Notary Public in and for said County and State, and who has duly acknowledged the execution of the same.

Received Dec 16th 1915
Filed for Record
W. C. Lawrence
Register of Deeds

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