

Mortgage Record.

This Indenture, Made this 9th day of November

of our Lord one thousand nine hundred fourteen between Joseph Zillner & Barbara Zillner his wife of the County of Douglas and State of Kansas, of the first part, and Homer A. White & Emma White his sister of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand and fifty \$1000.00 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: All Lots in Block Eight (8) Nineteen (19) Twenty (20) Thirty three (33) Thirty four (34) Forty five (45) Forty six (46) all in the City of Andover, Douglas Co., State of Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Zillner & Barbara Zillner 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 One thousand and fifty \$1000.00 DOLLARS, according to the terms of Two certain promissory note \$ this day executed by the said Joseph Zillner & Barbara Zillner his wife to the said parties of the second part; said note being given for the sum of Eight hundred & forty dollars to Emma White & Two hundred & sixty \$260.00 Dollars to Homer A. White dated November ninth 1914, due and payable in six months from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of thereunto 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 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 making such sale, on demand, to the said Joseph Zillner & Barbara Zillner their heirs and assigns.

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

Signed, sealed and delivered in presence of Joseph Zillner (SEAL) Barbara Zillner (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 9th day of November A. D. 1914 before me, Notary Public in and for said County and State, came Joseph Zillner & Barbara Zillner 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. In Witness Whereof, I have hereunto set my name and affixed my official seal on the day and year last above written. E. H. Lotholz Notary Public.

My commission expires Sept. 25th 1915. This instrument was filed for record on the 10th day of Nov. A. D. 1914 at 9:42 o'clock A. M.

E. H. Lotholz Register of Deeds. E. C. Wigel Deputy.

THE FOLLOWING IS RETURNED TO THE FOLLOWING: Received of Joseph Zillner & Barbara Zillner his wife the sum of One thousand and fifty \$1000.00 in full satisfaction of the within Mortgage. Homer A. White & Emma White

Recorded July 26 1916 E. H. Lotholz Register of Deeds

Notary Public. E. H. Lotholz Deputy.