

Mortgage Record.

This Indenture, Made this 19 day of December in the year of our Lord one thousand nine hundred fourteen between J. Griffis, single of the Lawrence National Bank in the County of Douglas and State of Kansas, of the first part, and

of the second part: Thirty three hundred DOLLARS WITNESSETH, That the said part 4 of the first part, in consideration of the sum of thirty three hundred DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do grant, bargain, sell and mortgage to the said part 4 of the second part, its Successors 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 Southwest quarter Section sixteen, Township fourteen Range twenty

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said J. Griffis 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 thirty three hundred DOLLARS, according to the terms of one certain promissory note, this day executed by the said J. Griffis

to the said part 4 of the second part; said note being given for the sum of thirty three hundred DOLLARS, dated December 19th 1914, due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 99 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 4 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 Five 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 part 4 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 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 of the second part, its Successors, 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 4 of the second part, 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 4 making such sale, on demand, to the said J. Griffis heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 of the first part have hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of J. Griffis (SEAL) J. Griffis (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 19th day of December A. D. 1914, before me, The undersigned, a Notary Public in and for said County and State, came J. Griffis

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 December 30 1916. O. H. Cooper Notary Public. This instrument was filed for record on the 21 day of Dec A. D. 1914, at 10<sup>00</sup> o'clock 9 M. Hayden Lawrence Register of Deeds.

By Hayden Lawrence Deputy.

See Substantiation of full term of said mortgage in record of the writing mortgage of J. Griffis dated May 1919 in Section 16 of Range 20 of Township 14 of Douglas County, Kansas. Etelle Phillips 1914