

## Mortgage Record.

This Indenture, Made this 31st day of October in the year of our Lord one thousand nine hundred fourteen of Ed S. Lemon Oliver Lemon, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

W. Earl Emick of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Twelve hundred and no/100 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 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:

A part of the north sixty (60) acres of the South East quarter (40) of Section thirty five (35) in Township Twelve (12) South of Range Nineteen (19) East, described as follows. Commence at a point on the South Boundary of said sixty (60) acres, one hundred rods (100) West of the Southeast Corner thereof, thence North thirty two (32) rods; thence East parallel with the said South boundary one hundred (100) rods to the eastern boundary of said sixty (60) acres; thence North along said Eastern boundary Seventy (70) rods; thence East parallel with North boundary said sixty (60) acres, one hundred rods; thence North thirty two (32) rods; thence East parallel with North boundary said sixty (60) acres, one hundred rods; thence East sixty (60) rods to place of beginning; containing 12 acres more or less with the appurtenances and all the estate, title and interest of the said part us 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 Twelve hundred and no/100 DOLLARS, according to the terms of one certain promissory note — this day executed by the said

parties of the first part to the said part us of the second part; said note being given for the sum of Twelve hundred and no/100 DOLLARS, dated Dec. 31st 1914, due and payable on the year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and as herein specified. And this conveyance shall be void if such payment be made as in said note and as herein specified, and as hereinafter specified. And the said part us 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 us 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 upon 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 thereof remaining unpaid or which may have been paid by the part us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us of the second part, part 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 us of the second part, us 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 us making such sale, on demand, to the said

heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of November A. D. 1914, before me, D. C. Ather, a Notary Public

in and for said County and State, came

Ed S. Lemon Oliver Lemon, 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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Mar 11 1915 Notary Public.

This instrument was filed for record on the 19th day of Jan'y, 1915, at 4:30 o'clock P.M.

Walter Lawrence Register of Deeds.

By Walter Lawrence Deputy.

This Indenture is subject to the original instrument. Therein herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 31st day of October, A. D. 1914.

W. Earl Emick

Recorded January 12 1915

Attest Notary Public

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