

Mortgage Record.

This Indenture, Made this 25 day of August in the year of our Lord one thousand nine hundred fourteen, between R. E. Schroyer & Mimmie Schroyer, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

J. W. Runyon of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two thousand 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 party 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 N. W. 1/4 of the N. E. 1/4 of Sec. 24, Twp. 12 South of R. 18 East of 6th P.M. Containing 40 acres more or less.
Also Commencing 40 rods West of the S. E. Cor. of the S. E. 1/4 of Sec. 13, Twp. 12, Range 18, thence North 40 rods thence West 17.81 rods thence North 40 rods thence West 22.19 rods thence South 80 rods thence East 40 rods to place of beginning, containing 15.55 acres.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said R. E. Schroyer & Mimmie Schroyer 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

Two thousand and no/100 DOLLARS,

according to the terms of their certain promissory note, this day executed by the said

R. E. Schroyer & Mimmie Schroyer, his wife

to the said party of the second part; said note being given for the sum of Two thousand and no/100 DOLLARS;

dated August 25, 1914, due and payable in five year from date thereof,

with interest thereon from Feb. 5, 1914 until paid according to the terms of said note and 5 coupons of 1.20 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 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 and no/100 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, for any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 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 of the second part, making such sale, on demand, to the said first parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

R. E. Schroyer (SEAL)
Mrs. Mimmie Schroyer (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of August A. D. 1915,

before me, Jella W. Sliff, a Notary Public

in and for said County and State, came

R. E. Schroyer & Mimmie Schroyer, his wife

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

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 Feb. 10, 1918 Notary Public.

This instrument was filed for record on the 6th day of Feb. 1915 at 9:32 o'clock A.M.

By Ray L. Lawrence Register of Deeds.
Geo. C. Wetz Deputy.

For Release See Book 57 Pages 415