

Mortgage Record.

This Indenture, Made this first day of February in the year of our Lord one thousand nine hundred & fifteen Octave Jacqmain and Elizabeth Jacqmain, his wife of Marionville in the County of Washington and State of Kansas, of the first part, and Fidelity Trust Co. Kansas City Mo. of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty hundred 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 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 South half (S 1/2) of the South East Quarter (SE 1/4) of Section Ten (10) Township Thirteen (13) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part 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 Twenty hundred DOLLARS, according to the terms of certain promissory note this day executed by the said

to the said part of the second part; said note being given for the sum of Twenty hundred DOLLARS, dated Lawrence, Kans. Feb 1 1915, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of fifty 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 Twenty 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 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, 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 of the second part, its successors, 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 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 H. H. Williams Octave Jacqmain (SEAL.) A. K. Reid Elizabeth Jacqmain (SEAL.)

STATE OF KANSAS ss. Washington County.

BE IT REMEMBERED, That on this 1st day of February A. D. 1915, before me, H. H. Williams, a Notary Public in and for said County and State, came Octave Jacqmain 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 March 10th 1917. H. H. Williams Notary Public.

State of Indiana ss. Grant County

Be It Remembered, That on this 2nd day of February A. D. 1915, before me, Mike C. Coble, a Notary Public in and for said County and State, came Elizabeth Jacqmain 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 March 25 1917 (Seal) Mike C. Coble, Notary Public. This instrument was filed for record on the 10th day of Feb 1915 at 2:00 o'clock P. M. Floyd L. Lawrence Register of Deeds.

This mortgage is subject to the original instrument described herein having been paid in full, this mortgage is hereby released and the parties thereto are discharged. At witness my hand this day of February A. D. 1915.

C. H. Jackson

Recorded July 9th 1915
C. H. Jackson
Register of Deeds
For assignment see Book 57 Page 417

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