

Mortgage Record.

This Indenture, Made this 25th day of January in the year of our Lord one thousand nine hundred and fifteen, between John E. Shirck & Sarah J. Shirck his wife of Waverille P.O. in the County of Marshall and State of Kansas, of the first part, and

Robert H. McKinley of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Two thousand (\$2,000.00) DOLLARS

to him 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 North half (N 1/2), of the Northwest Quarter (NW 1/4), of Section Nineteen (19), Township Thirteen (13), Range Twenty one (21), Containing Seventy eight & 4/100 acres more or less according to the Government Survey,

with the appurtenances, and all the estate, title and interest of the said parties 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 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 DOLLARS,

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

parties of the first part to the said party of the second part; said note being given for the sum of

Two thousand DOLLARS,

dated January 25, 1915, due and payable March 1st, 1920, year from date thereof,

with interest thereon from March 1, 1915 until paid according to the terms of said note and 10 coupons of sixty 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

Two thousand 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, appraisal 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 of the second part, making such sale, on demand, to the said parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

John E. Shirck (SEAL)

Sarah J. Shirck (SEAL)

STATE OF KANSAS,
Marshall County } ss.

BE IT REMEMBERED, that on this 24th day of February A. D. 1915 before me, the undersigned, a Notary Public

in and for said County and State, came

John E. Shirck & Sarah J. Shirck 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 Oct. 6 1917 Notary Public.

This instrument was filed for record on the 25th day of Feb'y A. D. 1915 at 4 46 o'clock P. M.

By Doyd L. Lawrence Register of Deeds.

Edw. C. Wager Deputy.

This mortgage is to be paid in full, this mortgage is hereby released and the mortgagee is to be discharged. At witness my hand this 25th day of January, A. D. 1915.
 Robert H. McKinley
 Deputy Register of Deeds

Recorded Jan 25 1915
Estelle P. Pelchuck
 Register of Deeds

This mortgage is to be paid in full, this mortgage is hereby released and the mortgagee is to be discharged. At witness my hand this 25th day of January, A. D. 1915.

Recorded Jan 25 1915

For assignment