

Mortgage Record.

This Indenture, Made this Twenty fifth day of February in the year of our Lord one thousand nine hundred fifteen, between Russell E. Deay & Nettie May Deay, husband and wife, of Baldwin RPD, #5 in the County of Douglas and State of Kansas, of the first part, and

Mrs Frances Williams of Bison Arkansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five hundred & 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 her 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 South one half (1/2) of the South East one quarter, (1/4) of Section

Sixteen (16) Township Thirteen (13) Range Twenty, (20)

This mortgage is given subject to the terms of a first mortgage of Twenty five hundred (\$2500.00) Dollars given to the Farmers Loan & Trust Co.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Russell E. Deay & Nettie May Deay 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

Five hundred & no/100 DOLLARS,

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

Russell E. Deay & Nettie May Deay to the said party of the second part; said note being given for the sum of

Five hundred & no/100 DOLLARS,

dated March 1st 1915, due and payable on or before 2 year 3 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of fifteen 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 mortgage, in the sum of

Five hundred & no/100 DOLLARS,

in case insurance company at any time, 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, and the insurance be not kept up, 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part her 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 party of the second part her 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 party making such sale, on demand, to the said first parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

B. F. Munaw

Russell E. Deay (SEAL.)

Nettie May Deay (SEAL.)

STATE OF KANSAS,
Douglas County ss.

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

before me, Bertha L. Zimmerman, a Notary Public

in and for said County and State aforesaid,

Russell E. Deay & Nettie May Deay

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 29 1915

This instrument was filed for record on the 1st day of March A. D. 1915, at 4 o'clock P.M.

John L. Lawrence Register of Deeds.

By Geo. E. Water Deputy.

This instrument is intended for the Federal Government. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded June 14 1915
Geo. E. Williams
Register of Deeds

(For assignment see Book 75, page 276)