

Mortgage Record.

This instrument is subject to the original instrument
 recorded herein described having been paid in full and the
 same hereby created discharged. As witness my hand this 15th day of March 1915
 State Bank of Leecompton, Kansas
 J. M. Bricker
 (Conf Seal)

Recorded Sept. 23rd 1917
 (C. E. Little, Notary Public)
 (State of Deeds)

This Indenture, Made this 15 day of March in the year of our Lord one thousand nine hundred fifteen, between W. W. Drake & Frances F. Drake, his wife of Leecompton in the County of Douglas and State of Kansas, of the first part, and

State Bank of Leecompton, Leecompton, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen 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, 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:

Beginning at a point in the middle line of Second Street thirty-six (36) feet one-half (1/2) mile East of the West line of the East half of Section thirty-four (34) Township Eleven (11), Range Eighteen (18), thence North to the light bank of the Kansas River, thence in a southeasterly direction along said bank to the middle line of vacated Jesse Street, thence South to the intersection of said middle line of vacated Jesse Street with middle line of Second Street, thence West forty-two (42) feet one-half (1/2) mile to place of beginning, containing thirty (30) acres more or less, except the Santa Fe Right of Way, according to the recorded plat thereof.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. W. Drake & Frances F. Drake, his wife do hereby covenant and agree that at the delivery hereof they 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

Fifteen hundred & no/100 DOLLARS, according to the terms of their 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 Fifteen hundred & no/100 DOLLARS, dated March 15, 1915, due and payable in three years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 52.50 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

Five hundred & no/100 DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, of 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 first part, and it shall be lawful for the parties of the first 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, appraisement hereby waived or not, at the option of the parties of the first 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 first part making such sale, on demand, to the said parties of the first part 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

W. W. Drake (SEAL)
Frances F. Drake (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 15 day of March A. D. 1915, before me, Jella M. Sliff, a Notary Public in and for said County and State, came

W. W. Drake & Frances F. Drake, 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 Feb. 10, 1918 Notary Public.
 This instrument was filed for record on the 17 day of March A. D. 1915, at 9¹⁵ o'clock A.M.

Flloyd J. Lawrence Register of Deeds.
Geo. L. Hejz Deputy.