

Mortgage Record.

This Indenture, Made this 17 day of Feb in the year of our Lord one thousand nine hundred 1915, between Chas. L. Kuhn and Lida Kuhn, his wife of Douglas, 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 Six hundred 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, its 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 East sixty five (65) feet of Lots numbered Fifteen (15), Sixteen (16), Seventeen (17) and the West of fifteen feet wide adjoining them on the East, therefore vacated off the South side of Gordon Ave. Block numbered forty (40), in the City of Leecompton, Kansas according to the record plat thereof.

with the appurtenances, and all the state, title and interest of the said parties of the first part therein. And the said Chas. L. Kuhn and Lida Kuhn, his wife 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

Six hundred and 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 Six hundred and no/100 DOLLARS,

dated Feb. 17, 1915, due and payable in two year 2 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 11 coupons of 21.00 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

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 any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part, its 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 second part, its 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 first parties 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 Chas. L. Kuhn (SEAL) Lida Kuhn (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 16 day of March A. D. 1915 before me, Jella H. Sliff a Notary Public

in and for said County and State, came Chas. L. Kuhn and Lida Kuhn, 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 24th day of March A. D. 1915 at 9:15 o'clock P.M.

Walter Lawrence Register of Deeds. Walter Lawrence Deputy.

Notary Public in and for the State of Kansas, My commission expires Feb. 10, 1918.

Recorded Aug 21st 1922

Register of Deeds

State Bank of Leecompton, Kansas

Chas. L. Kuhn

(Seal)

Notary Public in and for the State of Kansas

Recorded Sept 14 1915