

Mortgage Record.

(This instrument is enforced on the original instrument)
The state herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand and seal of office, this 1st day of April, A.D. 1915.
J. H. Perkins, Notary Public
Douglas County, Kansas

This Indenture, Made this 1 day of April in the year of our Lord one thousand nine hundred fifteen, between J. N. Day and Nettie Day, his wife of Leompton, in the County of Douglas and State of Kansas, of the first part, and

State Bank of Leompton, Leompton, Kansas of the second part:
WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred Seventy-two 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 successors, 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:
All of Lots numbered Forty-one (41), Forty-two (42), Forty-three (43) and Forty-four (44) in Block numbered Twenty (20) in the City of Leompton, Kansas, according to the record in first thing,

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said J. N. Day and Nettie Day, his wife 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 Three hundred Seventy-two and no/100 DOLLARS, according to the terms of a 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 Three hundred Seventy-two and no/100 DOLLARS, dated April, 1, 1915, due and payable in Two year 3. from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of 13.02 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 party 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 Four hundred and no/100 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 upon 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, 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 second 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 of the day and year last above written.

Signed, sealed and delivered in presence of J. N. Day (SEAL) Nettie Day (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 8 day of April A.D. 1915, before me, Jella W. Sliff, a Notary Public in and for said County and State, came J. N. Day and Nettie Day, his wife to me personally known to be the same persons 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. Jella W. Sliff Notary Public.

My commission expires July 10, 1918. This instrument was filed for record on the 10th day of April A.D. 1915, at 4:30 o'clock P.M. By Roy L. Lawrence Register of Deeds. Geo. L. Mizer Deputy.

Recorded April 14th 1915
E. L. H. Perkins, Notary Public
Douglas County, Kansas

in the
between
of the first part, and
L. H. Perkins
d part:
consideration of the sum of
DOLLARS
grant, bargain, sell
parcel of land situated in
Twelve (12),
my deeds
forty (40)
with to a point
middle line of said
in said quarter
and to the place
of said quarter
the said
hereby covenant and
a good and indefeasible
and the same against all
DOLLARS,
DOLLARS,
from date thereof,
of \$400.00
coupons thereto attached,
said premises before any
ee, in the sum of said
DOLLARS,
and accruing penalties,
taxes and accruing pen-
this mortgage upon the
in such payment, or any
en this conveyance shall
and interest and costs
of the part of of the
d it shall be lawful for
all the premises hereby
of the part of of the
retain the amount then
such sale, and the over-
hand and seal of.
(SEAL)
(SEAL)
A. D. 1915
a Notary Public
H. Perkins,
instrument of writing,
in the day and year last
Notary Public.
o'clock P.M.
Register of Deeds.
Deputy.