

Mortgage Record.

This Indenture, Made this first day of April in the year of our Lord one thousand nine hundred and fifteen, between Fredrick Neis, Sr. and Minnie Neis, his wife of _____, in the County of Douglas and State of Kansas, of the first part, and

Frances A. Cherry of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand and seven hundred (\$4,700.00) 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 part 4 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 east half of the southeast quarter of Sec. 28, Town. 12, Range 21, and Lot 3 or the northwest fractional quarter of the southeast fractional quarter of Sec. 28, Town. 12, Range 21, and a part of Lot 2 in Sec. 28, Town. 12, Range 21, viz: commencing at the southwest corner of the southeast quarter of the northeast fractional quarter of Sec. 28, Town. 12, Range 21, thence north 20 rods and 12 links; thence due west to Kansas River; thence along the bank of said River to the south line of the said Lot 2; thence east to the place of beginning. Also beginning at the northeast corner of Lot 4 of Sec. 28, thence west 53 rods, thence south along the river seven and 25/100 rods thence east 3 rods, thence north 5 rods, thence east 60 rods, thence north 2 and 25/100 rods to place of beginning. Also commencing northeast corner of Section 35, Town. 12, Range 21, thence west 50 rods, thence south 40 rods, thence east 60 rods, thence north 40 rods to the place of beginning with the appurtenances, any and all the estate, title and interest of the said parties of the first part therein. And the said

parties of the first part 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 _____ DOLLARS,

according to the terms of one certain promissory note _____ this day executed by the said Fredrick Neis and Minnie Neis, his wife to the said part 4 of the second part; said note being given for the sum of _____ DOLLARS, Four thousand seven hundred (\$4,700.00) dated April 1, 1915, due and payable in five year 3, from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$164.50 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 one 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 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 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 part _____ of the second part, and all sums paid by the part _____ of the second part for insurance, shall be due and payable or not, at the option of the part _____ of the second part; and it shall be lawful for the part _____ 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 part _____ 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 part _____ of the second part _____ her _____ executors, administrators or assigns, 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 Privilege to pay \$100.00 any multiple times at any time or paying debt is hereby given by the undersigned holder of this note above described

Fredrick Neis Sr. (SEAL)
Minnie Neis (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1915 before me, George H. Rothberg, a Notary Public

in and for said County and State, came

Fredrick Neis Sr. and Minnie Neis, 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 Sept 25th 1915 Notary Public.
This instrument was filed for record on the 13th day of April A. D. 1915, at 4:15 o'clock P.M.

By Floyd L. Lawrence Register of Deeds.
Geo. C. Metzger Deputy.