

Mortgage Record.

This Indenture, Made this

10th

day of

January

in the

year of our Lord one thousand nine hundred and fifteen

Edward S. Harvey, Maude Harvey, wife of E. S. Harvey, a woman, and Sherman A. Harvey, a single man

between

of

in the County of Douglas

and State of Kansas, of the first part, and

Fidelity Trust Company of Kansas City, Missouri

of the second part:

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

Six Thousand

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 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:

The Northwest quarter of Section 33, Township 13, Range 20, Sec. 33, also begin at the center of Makinaw Creek, U.S. road, 22 ft. 8 in. North line of the Northwest quarter of Section 16, Township 13, Range 20 South to a point 30 rods South and West of the Northwest quarter Section 21, Township 13, Range 20 East to the East line of said Northwest quarter Section 21, thence to the center of said Makinaw Creek, North along the center of said creek to place of beginning. Said tract above described tract of land now being subject to a mortgage for \$4000.00 due in 5 years from January 10th 1915 payable to Miller S. Miller.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

parties of the first

do hereby covenant and

agree that at the delivery hereof they the lawful owner S. 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 Thousand

DOLLARS,

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

parties of the first part

to the said part of the second part; said note being given for the sum of

Six Thousand

DOLLARS,

dated January 10, 1915 due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$180.00 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 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 first part, of the second part, and it shall be lawful for 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, its Successors 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, its Successors 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 making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal.

Signed, sealed and delivered in presence of

200 P. I. Loguminary Stamps attached here

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 30 day of January A. D. 1915,

before me, Bertha Zimmerman, a Notary Public

in and for said County and State, Edward S. Harvey, Maude Harvey, wife of E. S. Harvey, a woman, and Sherman A. Harvey, a single man

to me personally known to be the same person, S. 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

United States of America. Philippine Islands.

Province of Cagayan, Municipality of Tuguegarao, S.S.

At the Municipality of Tuguegarao, in said Province, on this 13th day of March, anno Domini

nineteen hundred and fifteen, personally appeared Sherman A. Harvey, known to me to be the same

person who executed the foregoing instrument and acknowledged that the same is his free act and

deed. The aforesaid certificate of the said Sherman A. Harvey was exhibited to me, being numbered P

276542 issued at Tuguegarao, Cagayan, P.I., dated January 14th, 1915.

(200 P. I. stamp here). (SEAL)

Not. Reg. No. 24, Page 81.

Before me, Luis Hernandez,

Deputy and Acting Clerk of the Court of First

Instance for Cagayan Province.

David L. Lawrence
Register of Deeds,
Luis B. Metzger Deputy.

Recorded May 8th, A. D. 1915, at 11:15 o'clock A.M.

For Assignment See Book 57 Page 46

This mortgage is to be recorded on the original instrument. If the mortgage is not recorded on the original instrument, this mortgage is void. As witness my hand this 10th day of January, A. D. 1915.

Recorded - Entry 9 - 1915
State of Kansas
County of Douglas

Notary Public
C. M.
Register of Deeds
Deputy.