

## Mortgage Record.

This Indenture, Made this

5th

day of June

in the

year of our Lord one thousand nine hundred &amp; fifteen

between

Frederick H. Haverkamp, a widower  
of Lawrence

in the County of Douglas

and State of Kansas, of the first part, and

F. B. Miller

of the second part:

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of

Three hundred fifty &amp; no/100

DOLLARS

to him 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 2 of the second part, his 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 the West fractional part of the South West quarter (1/4) of Section Fourteen (14) Township Thirteen (13) Range Twenty (20) lying North of the Wakarusa River & West of the Shawnee Indian Reservation containing eighteen acres more or less

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said

Frederick H. Haverkamp

do hereby covenant and

agree that at the delivery hereof, he is 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 he 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 fifty &amp; no/100

DOLLARS,

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

Frederick H. Haverkamp

to the said part 1 of the second part; said note being given for the sum of

Three hundred fifty &amp; no/100

DOLLARS,

dated June 5th 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 10 coupons of ten &amp; 5/100 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 part 1 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 part 1 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 1 of the second part, and all sums paid by the part 1 of the second part for insurance, shall be due and payable or not, at the option of the part 2 of the second part; and it shall be lawful for the part 1 of the second part, his 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 2 of the second part, his 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 1 making such sale, on demand, to the said Frederick H. Haverkamp, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

C. H. Tucker

Frederick H. Haverkamp (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas

County ss.

BE IT REMEMBERED, That on this 5th day of June A. D. 1915,

before me, A. D. Plinn

a Notary Public

in and for said County and State, came

Frederick H. Haverkamp a widower

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 herunto subscribed my name and affixed my official seal on the day and year last above written.

A. D. Plinn

Notary Public.

My commission expires April 10 1919

This instrument was filed for record on the 5th day of June

A. D. 1915, at 4:25 o'clock P. M.

Raymond Lawrence

Register of Deeds.

By Geo. B. Hertz Deputy.

On June 11 1915  
Recorded  
Frederick H. Haverkamp  
C. H. Tucker  
F. B. Miller  
Geo. B. Hertz  
Register of Deeds

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