

Mortgage Record.

This Indenture, Made this 22nd day of July in the year of our Lord one thousand nine hundred and fifteen, between Hugo Schott & Ethel Schott, his wife of Overbrook, D., in the County of Douglas and State of Kansas, of the first part, and

James S. Faxon of the second part: WITNESSETH, That the said part first of the first part, in consideration of the sum of Seven hundred 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 second 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:

The West half (1/2) of the Southeast Quarter (1/4) of Section Two (2) Township Fifteen (15) Range Eighteen (18).

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

parties of the first part 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

Seven hundred DOLLARS, according to the terms of one certain promissory note parties of the first part this day executed by the said

to the said part second of the second part; said note being given for the sum of Seven hundred DOLLARS,

dated July 15, 1915, due and payable in five year 5 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons attached 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 first 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

Five hundred 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 first 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 second of the second part, and all sums paid by the part second of the second part for insurance, shall be due and payable or not, at the option of the part second of the second part; and it shall be lawful for the part second of the second part the 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 second of the second part the 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 second of the second part making such sale, on demand, to the said first parties heirs and assigns.

IN TESTIMONY WHEREOF, The said part first 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

Hugo Schott (SEAL)
Ethel Schott (SEAL)

STATE OF KANSAS,

Osage County } ss.

BE IT REMEMBERED, That on this 22nd day of July A. D. 1915, before me, the undersigned, a Notary Public

in and for said County and State, came

Hugo Schott & Ethel Schott, 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 Jan 24th 1916 Notary Public.

This instrument was filed for record on the 23rd day of July A. D. 1915, at 1:30 o'clock P.M.

Walter L. Lawrence Register of Deeds.

By Geo. L. Hefel Deputy.

The foregoing is a true and correct copy of the original instrument as the same hereto described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 22nd day of July, A. D. 1915.

Recorded July 22 1915
E. W. Lawrence
Register of Deeds

in the
between
of the first part, and

part:

consideration of the sum of
DOLLARS

grant, bargain, sell

parcel of land situated in

Section Thirty (31)

Quarter (1/4)

of Twenty-eight

(18.5) Acres

thence by said

to the North

(178) feet

to the North

to the South

containing

of the E. 1/2 of

the said.

hereby covenant and

a good and indefeasible

end the same against all

DOLLARS,

DOLLARS,

r. 2. from date thereof,

of Three

coupons thereto attached,

said premises before any

ce, in the sum of

DOLLARS,

and accruing penalties,

in such payment, or any

on this conveyance shall

and interest and costs

of the part second of the

and it shall be lawful for

all the premises hereby

retain the amount then

such sale, and the over-

of part

hand and seal

(SEAL)

(SEAL)

A. D. 1915,

a Notary Public

by Walter L. Lawrence

instrument of writing,

on the day and year last

Notary Public.

o'clock P.M.

Walter L. Lawrence

Register of Deeds.

Deputy.