

## Mortgage Record.

This Indenture, Made this 25<sup>th</sup> day of August in the year of our Lord one thousand nine hundred fifteen, between Isaac Otis (a widower) of Laurance, in the County of Douglas and State of Kansas, of the first part, and E. C. Smith of Laurance, Douglas County, Kansas of the second part:

WITNESSETH, That the said party of of the first part, in consideration of the sum of Two thousand DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do he grant, bargain, sell and mortgage to the said party of 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: The South half of Lot Eight (8), all of Lot Nine (9) North half of Lot Ten (10), all in E. C. Smith Addition to Laurance

with the appurtenances, and all the estate, title and interest of the said party of of the first part therein. And the said Isaac Otis do he hereby covenant and agree that at the delivery hereof he is the lawful owner of 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 Two thousand DOLLARS, according to the terms of one certain promissory note Isaac Otis this day executed by the said

to the said party of of the second part; said note being given for the sum of Two thousand DOLLARS, dated August 25<sup>th</sup> 1915, due and payable in five year 9 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Seventy 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 of the first part hereby agree to 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 Two thousand 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 party of 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 party of of the second part, and all sums paid by the party of of the second part for insurance, shall be due and payable or not, at the option of the party of of the second part; and it shall be lawful for the party of 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 party of 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 party of making such sale, on demand, to the said Isaac Otis, his heirs and assigns.

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

Signed, sealed and delivered in presence of

Isaac Otis (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of Aug A. D. 1915, before me, S. A. Wood, a Notary Public

in and for said County and State, came Isaac Otis

to me personally known to be the same person who 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 April 10<sup>th</sup> 1917 Notary Public.

This instrument was filed for record on the 8<sup>th</sup> day of Sept. A. D. 1915, at 9:36 o'clock P.M.

Royd L. Lawrence Register of Deeds.

By E. C. Smith Deputy.

This Indenture is subject to the official Indenture  
 Mortgage herein described being filed for record on August 25, 1915, at  
 San Francisco, California. As witnessed by said date, 25<sup>th</sup> day of August, A. D. 1915.  
 attest  
 C. A. Hill  
 C. A. Hill

Recorded Aug 27<sup>th</sup> 1915  
 E. C. Smith  
 Register of Deeds

This Indenture was filed for record on August 25, 1915, at