

## Mortgage Record.

This Indenture, Made this fifteenth day of August in the year of our Lord one thousand nine hundred and eighteen, between B. B. Day and Rosa M. Day (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

James H. Day of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty five 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 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 Southwestern quarter (1/4) of Section Twenty-eight (28) Township Thirteen (13) of Range Twenty-two (22) East of 6th P.M. Twp Five (5) N. 1100 hundredths acres added to the Southern Kansas Rail Way Company recorded in Book (59) Page (334) Douglas County,

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said B. B. Day and Rosa M. Day do hereby covenant and agree that at the delivery hereof they are the lawful owners 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

Twenty five hundred DOLLARS, according to the terms of one certain promissory note this day executed by the said

B. B. Day and Rosa M. Day to the said part of of the second part; said note being given for the sum of

Twenty five hundred DOLLARS, dated August 15 - 1915, due and payable in Five year 8 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 75 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

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

B. B. Day (SEAL)

Rosa M. Day (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28 day of September A. D. 1915, before me, John M. Newlin, a Notary Public

in and for said County and State, came

B. B. Day and Rosa M. Day

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 March 10 1917

This instrument was filed for record on the 30 day of Oct

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

Alfred Lawrence Register of Deeds.

By Geo. C. Metzel Deputy.

This conveyance is subject to the original instrument. There is herein described having been paid in full, this mortgage is hereby released and the same thereby released discharged. As witness my hand this 28 day of Sept A. D. 1915.

Recorded Feb 28 1920

Edw. H. Newlin  
Register of Deeds

James H. Day

Mar 1 1917