

Mortgage Record.

This Indenture, Made this 1st day of December in the year of our Lord one thousand nine hundred 15, between Herman Kort, a single man of Laurance, in the County of Douglas and State of Kansas, of the first part, and

C. H. Tucker of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Six Hundred DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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: Beginning at the southeast corner of the Northeast quarter (N. E. 1/4) Section No. Eight (8) Township No. Thirteen (13) Range No. Twenty (20) Thence running West Eighty (80) rods Thence North Forty (40) rods Thence East Eighty (80) rods Thence South Forty (40) rods to Beginning. Containing Sixty (60) acres, more or less.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Herman Kort 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 Six hundred & no/100 DOLLARS, according to the terms of his certain promissory note, this day executed by the said Herman Kort.

to the said party of the second part; said note being given for the sum of Six hundred & no/100 DOLLARS, dated Laurance, Kans. Dec. 1, 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 10 coupons of Eighteen 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 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 party 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 the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the first part, and it shall be lawful for the party of the first 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 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 the first part, making such sale, on demand, to the said Herman Kort, his heirs and assigns.

IN TESTIMONY WHEREOF, The said party 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

Herman Kort (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1915 before me, A. H. Plimm, a Notary Public

in and for said County and State, came

Herman Kort a single man

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 April 10 1919 Notary Public.
This instrument was filed for record on the 1st day of Dec. A. D. 1915 at 4:30 o'clock P. M.

By Robert H. Vogel Register of Deeds.
Deputy.

The following is returned on the original instrument: This mortgage is hereby released and the same is hereby discharged. As witness my hand this 1st day of December, A. D. 1915.

C. H. Tucker

Recorded Jan 19th 1920

Estelle Posthous
Register of Deeds.