

Mortgage Record.

This Indenture, Made this 18th day of December in the year of our Lord one thousand nine hundred & fifteen between James O. Duncan & Maudie M. Duncan, husband & wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Watkins National Bank of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six hundred + no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, by us sold, and by these presents do — grant, bargain, sell and mortgage to the said party of the second part, its successors 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 southwest corner of the Northwest quarter (4) of Section Twenty-four (24) Township Thirteen (13), Range Twenty (20), thence East 80 rods, thence North 40 rods, thence West 80 rods, thence South 40 rods to beginning, containing 20 acres more or less,

with the appurtenances, and all the estate, title and interest of the said parties 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

Six hundred + no/100 DOLLARS,

according to the terms of a certain promissory note this day executed by the said parties of the first part

to the said party of the second part; said note being given for the sum of Six hundred + no/100 DOLLARS,

dated Lawrence, Kans. Dec. 15, 1915, due and payable in five year & from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and its coupons & interest

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

Eight hundred + no/100 DOLLARS,

in any 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 first part of the second part for insurance, shall be due and payable by the party of the second part, and it shall be lawful for the party of the second part to execute, sell, assign, or assigns, at any time thereafter, to sell the premises hereby granted, in any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, and the proceeds of such sale, 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 surplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the said parties of first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand & seal.

Signed, sealed and delivered in presence of

James O. Duncan (SEAL.)

Maudie M. Duncan (SEAL.)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 18th day of Dec A. D. 1915

before me, A. F. Helm, a Notary Public

in and for said County and State, came James O. Duncan & Maudie M. Duncan, husband & 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 April 19, 1917

This instrument was filed for record on the 18th day of Dec, A. D. 1915, at 3:40 o'clock P.M.

Lloyd L. Lawrence Register of Deeds.

By Geo. B. Wigel Deputy.

The following is entered on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

At witness my hand this 16th day of December A. D. 1922.

Watkins National Bank
J. A. Tucker, Cashier

Recorded Dec 16th 1922
Estelle D. Doolittle, Register
of Deeds