

Mortgage Record.

This Indenture, Made this Third day of January in the year of our Lord one thousand nine hundred and sixteen, between Edward Lewis and Callie Lewis, his wife of Clinton, in the County of Douglas and State of Kansas, of the first part, and

W. E. Spalding of the second part:

WITNESSETH, That the said part sec of the first part, in consideration of the sum of Six hundred fifty and no/100 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 4 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:

A piece of land commencing at a point forty two and three fourths (42 3/4) rods East from the South West Corner of the North West quarter of Section Twenty five (25) in Township Thirteen (13) South of Range eighteen (18) East of the Sixth Principal Meridian, running thence East along the South line of said quarter section thirty seven and one fourth (37 1/4) rods, thence North eighty six (86) rods, thence East thirty seven and one fourth (37 1/4) rods, thence South eighty six (86) rods to place of beginning, containing twenty (20) acres more or less. Also North 17 acres of the South one half of the North West quarter of the North West quarter of Section Twenty five (25) Township Thirteen (13) Range eighteen (18) East of the Sixth Principal Meridian in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part sec of the first part therein. And the said Edward Lewis and Callie Lewis, his wife 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 and fifty and no/100 DOLLARS, according to the terms of one certain promissory note, this day executed by the said

Edward Lewis and Callie Lewis, his wife to the said part 4 of the second part; said notes being given for the sum of

Six hundred and fifty and no/100 DOLLARS, dated January 3rd, due and payable in five year 3 from date thereof,

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

Six 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 sec 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 upon 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 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 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 part 4 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 over-

plus, if any there be, shall be paid by the part sec making such sale, on demand, to the said

IN TESTIMONY WHEREOF, The said part sec of the first part have hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

Edward Lewis (SEAL.)

Callie Lewis (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 3rd day of January A. D. 1916, before me, The undersigned, a Notary Public in and for said County and State, came Edward Lewis and Callie Lewis, 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 March 11, 1916 Notary Public

This instrument was filed for record on the 6th day of Jan'y A. D. 1916, at 3 o'clock P. M.

Arthur M. Spalding Register of Deeds.

By Deputy.

This mortgage is subject to the provisions of the Act of August 1, A. D. 1915, Chapter 104, Laws of Kansas, relating to the recording of mortgages.

Recorded - Sept. 4, 1916
- Estelle G. Galt

(For assignment see Book 54, Page 363)