

Mortgage Record.

This Indenture, Made this 22nd day of January in the year of our Lord one thousand nine hundred sixteen between W. S. McElanahan & Annie McElanahan, his wife of the first part, and Ray Sumner of the second part, in the County of Douglas and State of Kansas, of the first part, and

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand and six 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 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:

The Southeast quarter of the Southeast quarter of Section No. One (1), Township No. Twelve (12) South, Range No. Twelve (12) East containing fifty acres (40) 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 W. S. McElanahan & Annie McElanahan 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

One thousand and six hundred and no/100 DOLLARS, according to the terms of two certain promissory note of this day executed by the said

W. S. McElanahan & Annie McElanahan to the said party of the second part; said note being given for the sum of

\$100.00 and \$1500.00 respectively DOLLARS, dated January 22nd, 1916, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of four per cent, thereto attached. And this conveyance shall be void if such payments 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

four 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 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, if 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 over-

plus, if any there be, shall be paid by the parties of the second part, making such sale, on demand, to the said W. S. McElanahan & Annie McElanahan heirs and assigns.

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

Signed, sealed and delivered in presence of

W. S. McElanahan (SEAL)
Annie McElanahan (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of January A. D. 1916, before me, the undersigned, a Notary Public in and for the County and State, came W. S. McElanahan & Annie McElanahan, his wife

known to be the same person, who executed the foregoing instrument of writing, and they acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires September 28th 1918.
This instrument was filed for record on the 5th day of February A. D. 1916, at 9:06 o'clock A.M.

H. H. Spangler Notary Public.
Ray S. Lawrence Register of Deeds.
By Geo. C. Wertz Deputy.

The following is ordered with the original instrument
5710 20 April 9th 1921
Recorded of W. S. McElanahan the within instrument, the sum of One thousand
Dollars, in full satisfaction of the within debt of
W. S. McElanahan & Annie McElanahan to Ray Sumner, the said and only
parties to the within instrument, and the over-
plus, if any there be, shall be paid by the parties of the second part, making such sale, on demand, to the said W. S. McElanahan & Annie McElanahan heirs and assigns.

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Notary Public.
clock, A.M.
Register of Deeds.
Deputy.