

This Instrument, Made this 12th day of May, in the year of our Lord nineteen hundred and fifteen, between A.I. Morton and Sylvia G. Morton his wife and A.J. Morton and Mildred S. Morton his wife (being of lawful age), of the County of Douglas, and State of Kansas, of the first part, and Agnes Morton of Lawrence, Kansas, of the second part,

WITNESSETH: that the parties of the first part, in consideration of the sum of \$1800. Eighteen hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey to the said party of the second part, her heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The West Twenty-seven acres of the North Seventy-seven acres of the Southwest quarter and the West Forty-eight acres of the South Eighty-three acres of the Southwest quarter of Section Nine (9) in Township Fourteen (14) Range Twenty (20),

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein; that they have good right to sell and convey said premises, subject, however, to a prior mortgage of \$2500. Twenty-five hundred Dollars of this date, made to Wilder S. Metcalf.

This Grant is intended as a mortgage to secure the payment of the sum of \$1800. Eighteen hundred Dollars, according to the terms of one certain mortgage note, with interest coupons attached, this day executed by the said parties of the first part all dated May 12-1915, payable to Agnes Morton or order, at Lawrence National Bank, in Lawrence, Kansas.

NOW, If such payment be made as herein specified, this conveyance shall be void, and shall be released upon the demand of the party of the first part. But if default be made in the payment of said principal sum or sums, or any part thereof, or any interest thereon, or if the default be made in the payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or her assigns, interest at the rate of ten per cent. per annum, computed semi-annually, on said notes from the date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent. per annum, but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons past due, and also one year in advance, upon the first mortgage, and may pay for insurance required under the first mortgage, and may recover for all such payments, with interest at ten per cent. per annum in any suit or foreclosure of this mortgage; and it shall be lawful for the party of the second part, her 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 waived or not, at the option of the party of the second part, and out of all moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, and interest at ten per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

A. I. Morton (SEAL)
Sylvia G. Morton (SEAL)
A. J. Morton (SEAL)
Mildred S. Morton.

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this 12th day of May A.D. 1915, appeared before me, a Notary Public in and for said County and State, A.I. Morton and A.J. Morton and Mildred S. Morton his wife, to me personally known to be the same persons, who executed the foregoing mortgage, and duly acknowledged the execution thereof.

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 January 31, 1916 (SEAL). F. Henry Perkins, Notary Public.

State of California, County of Los Angeles, SS.

BE IT REMEMBERED, That on this 15th day of May A.D. 1915 before me, a Notary Public in and for said County and State, came Sylvia G. Morton, wife of A.I. Morton to me personally known to be the same person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

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 July 14-1915. (SEAL) J. Frank Ware, Notary Public in and for the County of Los Angeles, State of California.

Recorded May 19th. A.D. 1915, at 3:21 o'clock P.M.

Thos L. Lawrence
Register of Deeds,
Geo. C. Metcalf
Deputy.

Recorded
Filed 19, 1915
Cecil W. Lawrence
Notary Public
State of Kansas
Lawrence, Kansas
Witnesses: *Thos L. Lawrence*
Geo. C. Metcalf
Deputy
Notary Public
State of Kansas
Lawrence, Kansas