

MORTGAGE RECORD

This Indenture, Made this 12th day of February in the year of our Lord one thousand nine hundred

and Nineteen
WITNESSETH, that Charles F. Warner and Jessie L. Warner, his wife

of the county of Jackson and State of Kansas, party of the first part, for and in consideration of Fifteen Thousand ^{no} 150 DOLLARS

Conveys and Warrants to Rebekah L. Harris of Richvale, California
THE MERCHANTS' LOAN AND SAVINGS BANK, of Lawrence, Douglas County, Kansas, party of the second part.

part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:

The Southwest quarter (1/4) Section Fifteen (15); the North half (1/2) of the Southwest quarter (1/4) Section Fifteen (15); the South half (1/2) of the Southwest quarter (1/4) of the Northeast quarter (1/4) Section Fifteen (15); the West thirty (30) acres of the Southwest quarter (1/4) of the Northeast quarter (1/4) of Section Fifteen (15); here the following: Beginning at a point in the Northwest corner of the West three fourths (3/4) of the Southwest quarter (1/4) of the Northeast quarter (1/4) and Section Fifteen (15); thence running South 20° (20) East; thence East fifteen (15) rods; thence North two (2) rods; thence West fifteen (15) rods to place of beginning. Containing land here more or less, and also two and nine fourths (2 9/4) acres, according as said Commencement at the North East corner of the Southwest quarter (1/4) Section Fifteen (15); thence North Eighty (80) rods; thence South thirty five (35) rods; thence East Eighty (80) rods to section line; thence North forty five (45) rods to place of beginning. All in Township thirteen (13) Range twenty one (21) Douglas County, Kansas.

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidence by one certain Bond No. _____ of even date herewith, in and by which said bond the party of the first part promises to pay to the order of the said party of the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Eight thousand Dollars, on 20th Jan 2012 with interest at the rate of 6 per cent. per annum from date _____

until maturity and eight per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons therefor thereunto attached, both principal and interest being payable at the office of THE MICHIGAN NATIONAL TRUST COMPANY, Kalamazoo, and also promise and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by any of said bond and secured by this Mortgage Deed, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is Hereby Expressly Agreed, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its assigns or successors, against loss or damage by fire, in such sum and in such fire in-uranc companies as the second party, its assigns or successors, may direct, and maintain such insurance during the continuance of this loan.

It is Further Expressly Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party, its assigns or successors, all and every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid. And all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is Further Agreed, That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due hereon specified, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and the said bond—, with interest accrued thereon and all moneys which may have been advanced and paid by the said second party, its assigns or successors, with the aforesaid interest thereon, shall, thereupon, each and every one of them, become and be at once due and payable at the option of the legal holder hereof.

In Testimony Whereof, The said party of the first part has hereunto set his hand and seal on the day and year first above written.

Charlie E. Garner _____ (SEAL)

James L. Jones (SEAL)

STATE OF KANSAS, Missouri COUNTY, SS:

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that on this 12 day of February, A. D. 1922, personally appeared before me _____

Charles L. Garner and Lucida Garner his wife

to me personally known to be the identical person 42 who executed and whose name above affixed to the foregoing mortgage 21
grantor 42 and acknowledged the same to be their voluntary act and deed

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

M. M. Hotchkiss —————
Notary Public.

Recorded March 5, 1919
At 9²² o'clock A.M.

Commission expires April 20 19 20

Commission Expires 1
E. Stelle Norshup *Ferne Flora*
Register of Deeds *Deputy*

Register of Deeds Deputy

The following is endorsed on the original instrument.
I acknowledge pay intent in full of the within mortgage and

Dec 12 10 33