

MORTGAGE RECORD

This Indenture Made this 2nd day of December in the year of our Lord one thousand nine hundred sixteen
Frederick H. Freese and Annie Freese, his wife
 of _____, in the County of Douglas and State of Kansas, of the first part, and

Kate F. Lewis of the second part:
 WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand (\$5,000.00) 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, ~~her~~ 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 Northwest Quarter of Section 35, Township 13, Range 20 of the West half of the Northwest Quarter of Section 3, Township 13, Range 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, 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 Five Thousand (\$5,000.00) DOLLARS, according to the terms of one certain promissory note this day executed by said parties of the first part

to the said party of the second part; said note being given for the sum of Five Thousand (\$5,000.00) DOLLARS, dated December 2nd, 1916, 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 two coupons of \$150.00 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 _____ 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 1/2 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 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 1/2 of the second part, and all sums paid by the part 1/2 of the second part for insurance, shall be due and payable or not, at the option of the part 1/2 of the second part; and it shall be lawful for the part 1/2 of the second part, ~~the~~ executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part 1/2 of the second part, ~~her~~ 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 1/2 making such sale, on demand, to the said parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of
Frederick H. Freese (SEAL)
Annie Freese (SEAL)

STATE OF KANSAS }
Douglas County } ss.
 BE IT REMEMBERED, That on this 2nd day of December A. D. 1916 before me, S. Wood a Notary Public in and for said County and State, came Frederick H. Freese and Annie Freese 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 10 1917
 This instrument was filed for record on the 2nd day of Dec A. D. 1916 at 4:50 o'clock P.M.
Floyd L. Lawrence Register of Deeds.
 By Lucas Witzel Deputy.

This instrument was filed for record on the 2nd day of December, 1916, at 4:50 P.M. in Book 57, Page 520. For Assignment See Book 57, Page 520. For Canceled Release See Book 57, Page 520.

Recorded Dec. 13, 1916
 Lucille Nordberg
 Register of Deeds

This instrument was filed for record on the 2nd day of December, 1916, at 4:50 P.M. in Book 57, Page 520. For Assignment See Book 57, Page 520. For Canceled Release See Book 57, Page 520.

_____ in the _____, between _____ of the first part, and _____ part: _____ of the sum of _____ DOLLARS _____, sell and mortgage _____ County of Douglas and _____ Block _____ hereby covenant and _____ the estate of inheritance _____ This grant is intended _____ DOLLARS, _____ DOLLARS, _____ from date thereof, _____ and as hereinafter _____ costs shall accrue on _____ DOLLARS, _____ penalties, interests and _____ interest and costs, and _____, and shall bear inter- _____ taxes assessed on said _____ and interest thereon, _____ of the second part, _____ of the second part, _____ thereafter, to sell the _____ of the part _____ of the then due or to become _____ there be, shall be paid _____ heirs and assigns _____ hand _____ and seal _____ (SEAL) _____ (SEAL) _____ A. D. 1916 _____ Notary Public _____ Freeman _____ of writing, and duly _____ ay and year last above _____ in _____ Notary Public. _____ P.M. _____ (SEAL) _____ Register of Deeds. _____ Deputy.