

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 (\$5000.00) 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
Northeast 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 (\$5000.00) 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 (\$5000.00) 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 the 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 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 premises above described, and shall bear interest at the rate of 10 per cent. per annum, but if default be made in said 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, their 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 of the second part, their 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 of the second part, 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. A. 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.

S. A. Wood

My commission expires April 10 1917

Notary Public.

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 Geo. B. Witzel Deputy.

These lands described having been paid in full, this mortgage is hereby released and the same is hereby declared null and void. As witness my hand this 2nd day of December, A. D. 1916.

Marie C. Lewis

Wm. H. Smith

Recorded Dec. 13, 1916

Catharine Nordberg

Register of Deeds.

For Assignment See Book 57 Page 520
For Partial Release See Book 57 Page 520.