

MORTGAGE RECORD

This Indenture Made this Twenty sixth day of December in the year of our Lord one thousand nine hundred sixteen (1916), between N. Eager and E. Eager, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

H. G. Bond, of Douglas County, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five thousand and no/100 (\$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 parties 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 East half (1/2) of the Northeast Quarter (1/4) of Section Nine (9), Township Thirtieth (30), Range Twentieth (20), East of the 6th E.M.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said N. Eager and E. Eager, his wife do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises abovegranted 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 and no/100 DOLLARS,

according to the terms of One certain promissory note, this day executed by said N. Eager and E. Eager, his wife to the said parties of the second part; said note being given for the sum of Five thousand and no/100 DOLLARS, dated December 26th, 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 10 coupons of \$125.00 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 mortgage, in the sum of Three hundred fifty and no/100 (\$350.00) DOLLARS,

in some insurance company satisfactory to said mortgage, 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 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, or 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 N. Eager, his 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 N. Eager (SEAL.) E. Eager (SEAL.)

STATE OF KANSAS }
Douglas County } ss.
BE IT REMEMBERED, That on this 26th day of December A. D. 1916 before me, Frank E. Banks a Notary Public in and for said County and State, came N. Eager and E. Eager, his wife

to me personally known to be the same person as 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 Nov. 8th 1918. Frank E. Banks Notary Public.
This instrument was filed for record on the 27th day of Dec. A. D. 1916, at 10:41 o'clock A.M.

Floyd L. Lawrence Register of Deeds.
By R. G. Hitzel Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 4th day of November 1921 H. G. Bond

Witness my hand and seal this 26th day of December 1916. Frank E. Banks Notary Public.

The following is a copy of the original instrument. The only receipt described herein has been paid in full, this instrument is hereby released and no longer has any effect. As witness my hand this 30th day of December A. D. 1927 H. G. Bond J. A. Keeler Attest:

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