

MORTGAGE RECORD

This Indenture Made this 13 day of December in the year of our Lord one thousand nine hundred 1918, between W. H. Morris and Sarah C. Morris his wife of Leecompton, in the County of Douglas and State of Kansas, of the first part, and

E. Atkinson of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do not 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 Northwest Quarter of Section numbered Four (4) Township Twelve (12) Range Eighth (8)

This mortgage is given as a second mortgage on the above described property, first mortgage being given to the State Savings Bank of Topeka, Kansas, which mortgage being subject to above's first mortgage

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. H. Morris and Sarah C. Morris, his wife do not hereby covenant and

agree that at the delivery hereof they are the lawful owners 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 Two Thousand and no/100 DOLLARS,

according to the terms of their certain promissory note this day executed by said W. H. Morris and Sarah C. Morris

to the said parties of the second part; said note being given for the sum of Two Thousand and no/100 DOLLARS,

dated December 13, 1918, due and payable in Five year 5 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached, and as hereinafter

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 Five 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 said taxes and accruing penalties, interest and costs, and

costs, and insure the same at the expense of the part of the first part, and the expense of said 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 part of the second part,

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 his executors, administrators or assigns, at any time thereafter, to sell the part 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

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 part of making such sale, on demand, to the said first parties 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 W. H. Morris (SEAL) Sarah C. Morris (SEAL)

STATE OF KANSAS } Douglas County ss.

BE IT REMEMBERED, That on this 13 day of December A. D. 1918

before me, Jella H. Skiff W. H. Morris and Sarah C. Morris Notary Public

in and for said County and State, came Morris, his wife

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 Feb 10 1918 Notary Public.

This instrument was filed for record on the 28th day of Dec A. D. 1918 at 3:05 o'clock P.M.

Ray L. Lawrence Register of Deeds.

By E. C. Hoge Deputy.

This mortgage is given as a second mortgage on the above described property, first mortgage being given to the State Savings Bank of Topeka, Kansas, which mortgage being subject to above's first mortgage

W. H. Morris and Sarah C. Morris
E. Atkinson
Register of Deeds

Assignment See Book 57 Page 57