

MORTGAGE RECORD

This Indenture Made this Thirtieth (30) day of January in the year of our Lord one thousand nine hundred Seventeen (1917) between Harvey L. Craig and Sarah Catherine Craig husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Kate E. Lewis of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of Five Thousand (\$5,000.00) DOLLARS to her duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part, 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 South Half (1/2) of the North West Quarter (1/4) of Section Twenty Six (26), and the South Half (1/2) of the North East Quarter (1/4) of Section Twenty Seven (27), all in Township Thirteen (13), Range Thirteen (13), East of the Sixth Principal Meridian.

with the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Harvey L. Craig and Sarah Catherine Craig do hereby covenant and agree that at the delivery hereof to the lawful owner 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 DOLLARS,

according to the terms of one certain promissory note this day executed by said Harvey L. Craig and Sarah Catherine Craig

to the said part second of the second part; said note being given for the sum of Five Thousand DOLLARS,

dated January Thirtieth (30) 1917, due and payable in Seven (7) years 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 7 coupons of \$300.00

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 part first 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 Seventeen Hundred (\$1,700.00) 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 first 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 part first of the second part, and all sums paid by the part first of the second part for insurance shall be due and payable or not, at the option of the part second of the second part; and it shall be lawful for the part second of the second part and 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 second of the second part, and executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due 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 second of the second part to the said parties of the first part their heirs and assigns

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

Signed, sealed and delivered in presence of

Harvey L. Craig. (SEAL)

Sarah Catherine Craig (SEAL)

STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 30th day of January A. D. 1917,

before me, S. L. Wood, a Notary Public

in and for said County and State, came Harvey L. Craig and Sarah Catherine Craig husband and wife

to me personally known to be the same person and 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. L. Wood

My commission expires Nov 10 1917 Notary Public.

This instrument was filed for record on the 31st day of January A. D. 1917, at 2:50 o'clock P.M.

Estelle Northrup

Register of Deeds.

By R. W. Armstrong Deputy.

For Release per Book 65 Page 118
For Assignment per Book 65 Page 115
For Assignment per Book 37 Page 521