

## MORTGAGE RECORD

This Indenture Made this 16 day of Feb'y in the year of our Lord one thousand nine hundred seventeen between Emma M. Hagg, unmarried of Lecompton in the County of Douglas and State of Kansas, of the first part, and

State Bank of Lecompton, Lecompton Kansas. of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Four Hundred and no/100 DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do she grant, bargain, sell and mortgage to the said part y 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:

Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty Six (36), Township Eleven (11), Range Seventeen (17).

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Emma M. Hagg do she hereby covenant and agree that at the delivery hereof she is 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 she 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 Four Hundred and no/100 DOLLARS,

according to the terms of her certain promissory note this day executed by said Emma M. Hagg

to the said part y of the second part; said note being given for the sum of Four Hundred and no/100 DOLLARS,

dated Feb'y 16, 1917, due and payable in three year s from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of sixteen 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 y of the first part hereby agree she 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part her 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 y 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 y making such sale, on demand, to the said first party heirs and assigns

IN TESTIMONY WHEREOF, The said part y of the first part has she hereunto set her hand and seal \_\_\_\_\_

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of Feb'y A. D. 1917, before me, Gella W. Sliff, a Notary Public in and for said County and State, came Emma M. Hagg, unmarried

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'y 10, 1918

This instrument was filed for record on the 17 day of February A. D. 1917, at 9:30 o'clock A. M.

Estelle Northrup

Register of Deeds.

By A. W. Armstrong Deputy.

This mortgage is subject to the official tax of the State of Kansas, and the same shall be paid by the mortgagor at the time of recording. A. D. 1917.

Registered in the Office of the Register of Deeds.

Recorded Feb'y 28, 1917

Gella W. Sliff

Register of Deeds.

(L.S.)