

MORTGAGE RECORD

This Indenture Made this 1st day of March in the year of our Lord one thousand nine hundred seventeen between Cyrus Beards and Carrie Beards, husband and wife of Shawnee, in the County of Shawnee and State of Kansas, of the first part, and

Elizabeth Barry of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twelve Hundred Fifty 00/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do we grant, bargain, sell and mortgage to the said part 2nd 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 West 3/4 of the Southeast Quarter (W 3/4 S E 1/4) of Section Eighteen (18), Township Fifteen (15), Range Fifteen (15) East of the 6th N.M.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Cyrus Beards and Carrie Beards do we hereby covenant and agree that at the delivery hereof that be 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 we 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 Twelve Hundred Fifty 00/100 DOLLARS,

according to the terms of one certain promissory note on this day executed by said Cyrus Beards and Carrie Beards to the said part 2nd of the second part; said note being given for the sum of Twelve Hundred Fifty 00/100 DOLLARS,

dated March 1st, 1917, due and payable in 5 year 1st from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of \$15.00 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 1st 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 100 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 1st 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 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd of the second part or its 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 2nd of the second part, or its 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 2nd of the second part, making such sale, on demand, to the said Cyrus Beards heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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

Cyrus Beards (SEAL)
Carrie Beards (SEAL)

STATE OF KANSAS

Shawnee County } ss.

BE IT REMEMBERED, That on this 20th day of February, A. D. 1917, before me, J. E. Addington, a Notary Public in and for said County and State, came Cyrus Beards and Carrie Beards

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 April 5th 1917.
This instrument was filed for record on the 3rd day of March, A. D. 1917, at 10:15 o'clock A. M.

J. E. Addington Notary Public.
Edith Northrup Register of Deeds.
By La Graine Walters Deputy.

This instrument is recorded on the original instrument.
 The same hereby recorded having been paid in full, this mortgage is hereby released and the same hereby canceled.
 Recorded March 21, 1917
Edith Northrup
 Register of Deeds

The following is endorsed on the original instrument:
 This mortgage has been paid in full, this mortgage is hereby released and the same hereby canceled.

Recorded March 21, 1917