

MORTGAGE RECORD

This Indenture Made this Tenth (10<sup>th</sup>) day of April in the year of our Lord one thousand nine hundred seventeen (1917) between John W. Ehart and Lelia A. Ehart, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Douglas State Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand Six Hundred (\$3,600.00) 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, their 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 of the Northwest Quarter of Section Twenty-two (22) Township Thirteen (14) Range Twenty (20), Douglas County, Kansas, except a strip of land 54 1/2 (50) feet in width on each side of the center line of a railroad now laid out and located on said land.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Three Thousand Six Hundred DOLLARS,

according to the terms of four certain promissory notes of this day executed by said parties of the first part three notes for One Thousand Dollars each and one note for Six Hundred Dollars to the said parties of the second part; said notes being given for the sum of Three Thousand Six Hundred DOLLARS,

dated April 10, 1917, due and payable in five (5) year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said notes and 30 coupons of \$25.00 not in excess of \$1500 each dollar each thereto attached. And this conveyance shall be void if such payment be made as in said notes 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 \_\_\_\_\_ 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 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 all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their heirs, 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, their heirs, 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 parties of the first part, 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 John W. Ehart (SEAL) Lelia A. Ehart (SEAL)

STATE OF KANSAS } ss. Douglas County

BE IT REMEMBERED, That on this 10<sup>th</sup> day of April A. D. 1917 before me, August H. Fickler, a Notary Public in and for said County and State, came John W. Ehart and Lelia A. Ehart

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. 2<sup>nd</sup> 1918 Notary Public. This instrument was filed for record on the 11<sup>th</sup> day of April A. D. 1917, at 9<sup>05</sup> o'clock P. M.

Register of Deeds. By \_\_\_\_\_ Deputy.

Recorded April 3 1917  
Lelia A. Ehart  
John W. Ehart  
Ferne Buckner, Dep.  
Notary of Deeds  
Lelia A. Ehart  
John W. Ehart  
Ferne Buckner, Dep.

This mortgage is not valid unless the original instrument is recorded in the office of the Register of Deeds of the County of Douglas, Kansas, within the time specified in the statute. If the original instrument is not so recorded, this mortgage is void.