

MORTGAGE RECORD

This Indenture Made this

2

day of April

in the

year of our Lord one thousand nine hundred seventeen

between

J. N. Day and Nellie Day, his wife

of Leecompton

in the County of Douglas

and State of Kansas, of the first part, and

State Bank of Leecompton, Leecompton, Kansas

of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of

Three Hundred Thirty and 00/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain, sell and mortgage

to the said part of of the second part, to 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: All of lots numbered Forty One (41) Forty Two (42)

Forty Three (43) Forty Four (44) in Block numbered twenty (20) in the

City of Leecompton, Kansas, according to the second plat thereof.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said

J. N. Day and Nellie Day, his wife

do 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 Three Hundred Thirty and 00/100 DOLLARS,

according to the terms of this certain promissory note, this day executed by said J. N. Day and Nellie Day

to the said part of of the second part; said note being given for the sum of

Three Hundred Thirty and 00/100 DOLLARS,

dated April 2, 1917 due and payable in Two year S. from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and four coupons of \$11.55

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 ies 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

Four Hundred and 00/100 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 ies 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 inter

est 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 ies of the second part,

and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second

part; and it shall be lawful for the part ies of the second part to 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 ies of the

second part, to 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 ies making such sale, on demand, to the said first parties heirs and assigns

IN TESTIMONY WHEREOF, The said part ies of the first part have set their hand s and seal s

the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 2 day of April A. D. 19 17

before me, Jella H. Sliff, a Notary Public

in and for said County and State, came J. N. Day and Nellie Day, his wife

to me personally known to be the same person s 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 July 10 19 18 Notary Public.

This instrument was filed for record on the 14th day of April A. D. 19 17 at 9³⁵ o'clock A. M.

Essie Rathup Register of Deeds.

By _____ Deputy.

Recorded Nov 27 19 20
Essie Rathup
Notary Public
L.S.
This instrument is subject to the original instrument
The note thereto described having been paid in full, this mortgage is hereby released and is
being cancelled and discharged. As witness my hand this 26th day of April A. D. 19 20
J. N. Day and Nellie Day
State Bank of Leecompton
Leecompton, Kansas
(Seal)