

MORTGAGE RECORD

This Indenture Made this 25day of Septemberin the year of our Lord one thousand nine hundred seventeenbetween J. W. Gray and Caroline Gray, his wifeof Payette in the County of Payette and State of Idahoand State Bank of Recombon, Recombon, Kansas

of the second part:

WITNESSETH. That the said part 1st of the first part, in consideration of the sum ofFive Hundred and 75/100 DOLLARSto them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgageto the said part 2d of the second part, the above and assigns forever, all that tract or parcel of land situated in the County of Douglas andState of Kansas, described as follows to-wit: All of Lots numbered One (1) and Two (2) in Blocknumbered nineteen (19) in the City of Recombon, Kansas.with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the saidJ. W. Gray and Caroline Gray, his wife do hereby covenant andagree that at the delivery hereof they are the lawful owner of the premises abovegranted and seized of a good and indefeasible estate of inheritancetherein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intendedas a Mortgage to secure the payment of the sum of Five Hundred and 75/100 DOLLARS,according to the terms of their certain promissory note this day executed by theJ. W. Gray and Caroline Gray, his wife,to the said part 2d of the second part; said note being given for the sum ofFive Hundred and 75/100 DOLLARS,dated September 25, 1917, due and payable in three year 3 from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of Twenty

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 onaccount thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Five Hundred and 75/100 DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 2d of the second part,and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the secondpart; and it shall be lawful for the part 1st of the second part its executors, administrators or assigns, at any time thereafter, to sell thepremises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 1st of thesecond part 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 1st making such sale, on demand, to the said first parties heirs and assignsIN TESTIMONY WHEREOF, The said part 1st of the first part ha th hereunto set their hand and seal S.

the day and year last above written.

Signed, sealed and delivered in presence of

E. H. Murphy J. W. Gray (SEAL.)Caroline Gray (SEAL.)STATE OF KANSAS Idaho ss.Payette CountyBE IT REMEMBERED, That on this 22nd day of Sept A. D. 1917,before me, Edw. H. Murphy, a Notary Publicin and for said County and State, came J. W. Gray and Caroline Gray, hiswife

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 Aug. 12 1920 Residing at Payette, Idaho. Notary Public.This instrument was filed for record on the 27th day of Sept. A. D. 1917 at 9⁴⁰ o'clock A.M.Estelle Northrup Register of Deeds.By _____ Deputy.

May 17 1917

Estelle Northrup

Notary Public

Idaho

Payette

County

ss.

BE IT REMEMBERED, That on this 22nd day of Sept A. D. 1917, before me, Edw. H. Murphy, a Notary Public in and for said County and State, came J. W. Gray and Caroline Gray, his wife 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 Aug. 12 1920 Residing at Payette, Idaho. Notary Public.

This instrument was filed for record on the 27th day of Sept. A. D. 1917 at 940 o'clock A.M.

Estelle Northrup Register of Deeds.

By _____ Deputy.