

## MORTGAGE RECORD

This Indenture Made this first day of December in the year of our Lord one thousand nine hundred and seventeen between Charles S. Gzaplinski and Laura M. Gzaplinski, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and R. J. White of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Five Thousand (\$5000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have so sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 North One Hundred (100) acres of the South East Quarter of Section Six (6), Township (23) Thirtieth, Range Twentieth (20)

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Charles S. Gzaplinski and Laura M. Gzaplinski 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 Five Thousand (\$5000.00) DOLLARS,

According to the terms of a certain promissory note by Charles S. Gzaplinski and Laura M. Gzaplinski to the said part of of the second part; said note being given for the sum of Five Thousand (\$5000.00) DOLLARS,

dated December 1, 1917, due and payable in five years at from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of \$300.00 dollars each thereto attached. And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part all 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 Six Hundred (\$600.00) 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 all 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part of of the second part, his 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 of making such sale, on demand, to the said second party, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part all 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

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, came Charles S. Gzaplinski and Laura M. Gzaplinski, his wife, who are to me personally known to be the same person as 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 May 31, 1918.

This instrument was filed for record on the 4th day of December A. D. 1917, at 2:22 o'clock P.M.

Estelle Norcross  
Register of Deeds.

By Ferne Flood Deputy.

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this

Attest:

R. M. Sullivan

Recorded July 9 1917

John E. Williamson  
Register of Deeds

James R. Applegate, Executor of the Estate of R. J. White, Commencing Show and Release of R. J. White and R. J. White being the same person.

Recorded Aug 7th 1917