

# MORTGAGE RECORD

This Indenture Made this 8<sup>th</sup> day of January in the

year of our Lord one thousand nine hundred and eighteen, between Edward S. Harvey and Maude Harvey, his wife and F. D. G. Harvey, a widower of B. H. Tucker, in the County of Douglas and State of Kansas, of the first part, and

of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of

Fifty-five hundred DOLLARS to them 1<sup>st</sup> duly paid, the receipt of which is hereby acknowledged, have 1<sup>st</sup> sold, and by these presents do 1<sup>st</sup> grant, bargain, sell and mortgage to the said part 2<sup>nd</sup> of the second part, 1<sup>st</sup> 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: Begin at the center of Wakarusa Creek 42.3 rods east of the west line of the southwest quarter of section 16, Township 13, Range 20 South; to a point 80 rods south of the north line of the northwest quarter of section 21, Township 13, Range 20 East to the east line of said northwest quarter of section 21 north to the center of said Wakarusa Creek westerly along the center of said creek to the place of beginning

with the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Edward S. Harvey, Maude Harvey and F. D. G. Harvey do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Fifty-five hundred DOLLARS,

according to the terms of a certain promissory note 1<sup>st</sup> this day executed by said Edward S. Harvey, Maude Harvey and F. D. G. Harvey to the said part 2<sup>nd</sup> of the second part; said note being given for the sum of Fifty-five hundred DOLLARS,

dated January 8, 1918, due and payable in five year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 165<sup>00</sup> 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 1<sup>st</sup> of the first part hereby agree 1<sup>st</sup> 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 Sixty-five hundred 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> of the second part, and all sums paid by the part 1<sup>st</sup> of the second part for insurance, shall be due and payable or not, at the option of the part 1<sup>st</sup> of the second part; and it shall be lawful for the part 1<sup>st</sup> of the second part 1<sup>st</sup> in the manner prescribed by law, appraisalment hereby waived or not, at the option of the part 1<sup>st</sup> of the second part, 1<sup>st</sup> executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, 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 1<sup>st</sup> making such sale, on demand, to the said parties of the first part heirs and assigns

IN TESTIMONY WHEREOF, The said part 1<sup>st</sup> of the first part have 1<sup>st</sup> hereunto set their hand s and seal s the day and year last above written.

Signed, sealed and delivered in presence of

Edward S. Harvey (SEAL)  
Maude Harvey (SEAL)  
F. D. G. Harvey (SEAL)

STATE OF KANSAS }  
Douglas County ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of July A. D. 19 18,

before me, A. G. Elmer a Notary Public

in and for said County and State, came Edward S. Harvey & Maude Harvey his wife

and F. D. G. Harvey, a widower

and 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 April 10<sup>th</sup> 19 17. Notary Public.

This instrument was filed for record on the 9<sup>th</sup> day of July A. D. 19 18, at 9<sup>35</sup> o'clock A. M.

Estelle Duthrup  
Register of Deeds.

By \_\_\_\_\_ Deputy.

One hundred is mentioned in the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the sum thereby secured discharged. As witness my hand this 8<sup>th</sup> day of January, A. D. 1918.

B. H. Tucker

Recorded Jan 8 1922

Estelle Duthrup  
Register of Deeds  
Terre Haute, Ind.

in the \_\_\_\_\_, between \_\_\_\_\_ of the first part, and \_\_\_\_\_

of the sum of \_\_\_\_\_ DOLLARS, sell and mortgage \_\_\_\_\_ of Douglas and \_\_\_\_\_

also \_\_\_\_\_ of \_\_\_\_\_

hereby covenant and \_\_\_\_\_ estate of inheritance this grant is intended

DOLLARS \_\_\_\_\_

DOLLARS \_\_\_\_\_ from date thereof,

and as hereinafter \_\_\_\_\_ costs shall accrue on

DOLLARS, \_\_\_\_\_ and costs, and \_\_\_\_\_ shall bear interest thereon, \_\_\_\_\_ of the second \_\_\_\_\_, to sell the part \_\_\_\_\_ of the second part \_\_\_\_\_ due or to become \_\_\_\_\_, shall be paid \_\_\_\_\_ heirs and assigns \_\_\_\_\_ and seal \_\_\_\_\_

(SEAL) \_\_\_\_\_

A. D. 19 18, \_\_\_\_\_ a Notary Public

with \_\_\_\_\_ writing, and duly \_\_\_\_\_ and year last above

Notary Public.

I.

er of Deeds.

Deputy.