

# MORTGAGE RECORD

This Indenture Made this Nineteenth day of February in the year of our Lord one thousand nine hundred and Eighteen between Gertrude M. Head (widow) W.C. Head and Louise Head (wife) of Assumption in the County of Douglas and State of Kansas, of the first part, and President of Board of Directors of Kansas Jewish Meeting of Friends, a religious Corporation of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three thousand 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 part 2nd 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 East 1/2 (1/2) of South West quarter (1/4) of Section Thirty Six (36) Township Eleven (11) Range Seventeen (17) also the North East quarter (1/4) of the North West quarter (1/4) of the South West quarter (1/4) of Section Thirty Six (36) Township Eleven (11) Range Seventeen (17) Except the land West of the County Road also the following piece of land beginning at the North East corner of the South East quarter (1/4) of the North West quarter (1/4) of the South West quarter (1/4) of Section Thirty Six (36) Township Eleven (11) Range Seventeen (17) thence South three chains west one and 3/4 chains North three chains East one and 3/4 chains to beginning with the appurtenances, and all the estate, title and interest of the said part 1st 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 owner s 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 DOLLARS,

according to the terms of one certain promissory note—this day executed by said Gertrude M. Head, W.C. Head, Louise Head to the said part 2nd of the second part; said note being given for the sum of Three thousand DOLLARS, dated February 19 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 Ninety 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 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 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 2nd of the second part, and all sums paid by the part 1st of the second part for insurance, shall be due and payable or not, at the option of the part 2nd of the second part; and it shall be lawful for the part 1st of the second part and 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 2nd of the second part and 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 2nd of the second part, on demand, to the said Gertrude M. Head and heirs and assigns.

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

Signed, sealed and delivered in presence of  
L. D. Carr Witnesses with  
Bernelia Storkert Louise Head  
Gertrude M. Head (SEAL)  
W.C. Head (SEAL)  
Louise Head (SEAL)  
 STATE OF KANSAS }  
Douglas County ss.

BE IT REMEMBERED, That on this 19 day of February A. D. 19 18 before me, John M. Newlin, a Notary Public in and for said County and State, came Gertrude M. Head

(L.S.) who is 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.

John M. Newlin Notary Public.

My commission expires March 20 19 17.

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Helen B. Remond, Hamilton County, ss.  
 But I Remembered that on this 2 day of March 1918 before me Gordon R. Nichols a Notary Public in and for said County and State came W.C. Head who executed the within instrument of writing in my presence and in the presence of Gertrude M. Head and Louise Head who executed the within instrument of writing and each person 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.

Gordon R. Nichols Notary Public,  
 State of Michigan Washtenaw County ss.

But I Remembered that on this 19 day of February A. D. 1918 before me L. D. Carr a Notary Public in and for said County and State came Louise Head wife of W.C. Head who is personally known to me to be the same person who executed the within instrument of writing and each person 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.

L. D. Carr Notary Public  
 My commission expires Feb. 28, 1921.

Recorded March 45 1918  
 at 11 o'clock A.M.  
Edible Printing  
Printing of Deeds.

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 is hereby discharged.  
 As witness my hand this 7th day of Feb. A. D. 1916.  
State of Kansas  
County of Douglas  
W.C. Head  
Louise Head  
Gertrude M. Head  
John M. Newlin

This State 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 is hereby discharged.  
 As witness my hand this 7th day of Feb. A. D. 1916.  
State of Kansas  
County of Douglas  
W.C. Head  
Louise Head  
Gertrude M. Head  
John M. Newlin

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 is hereby discharged.  
 As witness my hand this 7th day of Feb. A. D. 1916.  
State of Kansas  
County of Douglas  
W.C. Head  
Louise Head  
Gertrude M. Head  
John M. Newlin

Recorded March 30 1923