

## MORTGAGE RECORD

This Indenture Made this Sixteenth day of March in the year of our Lord one thousand nine hundred and eighteen, between Henrich Striegel and Elizabeth Striegel, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Asford Investment and Mortgage Company of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Forty Five Hundred (\$4500.00) 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 y of the second part, its 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 South West Quarter of the North West Quarter and the East Half of the North West Quarter of the North West Quarter in Section Thirtiye four (34) Township Twelve (12) Range Fifteen (15) Containing sixty (60) acres, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Henrich Striegel and Elizabeth Striegel 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 Forty Five Hundred (\$4500.00) DOLLARS,

according to the terms of a certain promissory note this day executed by said Henrich Striegel and Elizabeth Striegel to the said part y of the second part; said note being given for the sum of Forty Five Hundred \$4500.00 DOLLARS, dated March 16, 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 10 coupons of \$135.00 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 Two Thousand (\$2000.00) 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 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 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, apportionment hereby waived or not, at the option of the part y of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due 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 y making such sale, on demand, to the said first parties their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part have set their hand s 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 16<sup>th</sup> day of March A. D. 1918, before me, the undersigned, a Notary Public in and for said County and State, came Henrich Striegel and Elizabeth Striegel, his wife who are 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 August 2 1921 Notary Public.

This instrument was filed for record on the 22 day of March A. D. 1918, at 10<sup>15</sup> o'clock A.M.

Register of Deeds.

By Estelle D. Phipps Deputy.

The following is endorsed on the original instrument.  
The instrument described having been paid in full, this mortgage is hereby released and the same is thereby created discharged.

As witness my hand this 16<sup>th</sup> day of April A. D. 1920  
Attest: Edmond S. C. Cooper Register of Deeds

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Edmond S. C. Cooper