

MORTGAGE RECORD

This Indenture Made this fourteenth day of March in the year of our Lord one thousand nine hundred and eighteen, between George Thuerber and Carrie Thuerber, his wife of Richland in the County of Shawnee and State of Kansas, of the first part, and Wesford Investment and Mortgage Company of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have as sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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: East 1/2 of South West Quarter of Section Twenty Two (22), Township Thirteen (13), Range Eighteen (18), Douglas County, Kansas

This mortgage is second to a first mortgage of Three Thousand (\$3000.00) Dollars to the Lawrence National Bank or assigns

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said George Thuerber and Carrie Thuerber do hereby covenant and agree that at the delivery hereof they are the lawful owner 2d 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 Four Hundred (\$400.00) DOLLARS,

according to the terms of a certain promissory note this day executed by said George Thuerber and Carrie Thuerber

to the said part 1st of the second part; said note being given for the sum of Four Hundred (\$400.00) DOLLARS,

dated March 14, 1918, due and payable in two year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of \$14.00

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 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 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, 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 1st of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the second part; and it shall be lawful for the part 1st 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, appraisal hereby waived or not, at the option of the part 1st 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 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 parties of the first part heirs and assigns

IN TESTIMONY WHEREOF, The said part 1st of the first part have as hereunto set their hand 2 and seal the day and year last above written.

Signed, sealed and delivered in presence of

George Thuerber (SEAL.)  
Carrie Thuerber (SEAL.)

STATE OF KANSAS  
Shawnee County } ss.

BE IT REMEMBERED, That on this 14 day of March A. D. 1918, before me, Wallace Tibbitts a Notary Public in and for said County and State, came George Thuerber and Carrie Thuerber, his wife, who are jointly 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 Jan. 14<sup>th</sup> 1921 Notary Public.

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

Estelle Nettie  
Register of Deeds.

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

Not Release See Book 57 Page 261