

MORTGAGE RECORD

This Indenture Made this 22nd day of May in the year of our Lord one thousand nine hundred and eighteen, between J. W. Shultz and Gertrude Shultz his wife of Lansance in the County of Douglas and State of Kansas, of the first part, and E. R. Darr of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Six Thousand and 00/100 (6000) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, her 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 One Hundred and (00 ft.) of Lot number six (6), Block number nine (9), Ordinal Addition to the City of Lansance, in the County of Douglas and State of Kansas.

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said J. W. Shultz and Gertrude Shultz his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Six Thousand (6000) DOLLARS,

according to the terms of one certain promissory note of this day executed by said J. W. Shultz and Gertrude Shultz his wife to the said part of of the second part; said note being given for the sum of Six Thousand DOLLARS, dated May 22nd 1918, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 210 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 Six Thousand 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 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 her 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 of of the second part; her 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 parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of
J. W. Shultz (SEAL)
Gertrude Shultz (SEAL)

STATE OF KANSAS }
 County } ss.

BE IT REMEMBERED, That on this 20th day of July A. D. 1918, before me, W. E. Hazen, a Notary Public in and for said County and State, came J. W. Shultz and Gertrude Shultz his wife who are to me 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 October 11 1918. Notary Public.
 This instrument was filed for record on the 2nd day of August A. D. 1918, at 11²⁰ o'clock A. M.
Estelle Northrup Register of Deeds.
 By _____ Deputy.

This instrument is returned on the original instrument
 The same herein described having been paid in full, this mortgage is hereby released and the
 same thereby created discharged. As witness my hand this 22nd day of May A. D. 1918.
E. R. Darr
Harriet E. Tanner
Estelle Northrup Register of Deeds.
 R. recorded June 14th 1921