

MORTGAGE RECORD

This Indenture Made this

10th

day of

February

in the

year of our Lord one thousand nine hundred and nineteen

Ereth Dooley and Corilla Dooley, his wife

of Newton

in the County of

and State of Kansas, of the first part, and

Frank B. Zimmermeyer of Lawrence, Kansas

of the second part:

WITNESSETH, That the said part of the first part, in consideration of the sum of

Ten Thousand (\$10,000.00)

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 of the second part, 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 (100) acres of the South East Quarter of section Eleven (11) Township Thirteen (13) Range Nineteen (19) in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

part of the first part

do

hereby covenant and

agree that at the delivery hereof they are the lawful owners 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

Ten Thousand (\$10,000.00)

DOLLARS,

according to the terms of a certain promissory note this day executed by said

Ereth Dooley and Corilla Dooley, his wife.

to the said part of the second part; said note being given for the sum of

Ten Thousand (\$10,000.00)

DOLLARS,

dated February 10, 1919, due and payable in

five

year

from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and five coupons of

five

coupons of

600.00

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 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

Twenty-eight (\$28,000.00)

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 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, heirs, 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 the second part, heirs, 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 making such sale, on demand, to the said part of the first part, heirs and assigns.

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

Signed, sealed and delivered in presence of

Ereth Dooley

(SEAL)

Corilla Dooley

(SEAL)

STATE OF KANSAS

County

ss.

Douglas

BE IT REMEMBERED, That on this 10th day of February A. D. 1919,

before me, the undersigned, a Notary Public

in and for said County and State, came Ereth Dooley

known 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.

C. B. Sanford

My commission expires June 24, 1922.

Notary Public.

This instrument was filed for record on the day of A. D. 1919, at o'clock M.

Register of Deeds.

State of Kansas ss.

By

Deputy.

Be it remembered, that on this 20th day of February, 1919, before me, the undersigned, Notary Public in and for said County and State, came Corilla Dooley, wife of Ereth Dooley, who is personally known to me to be the same person who executed the within instrument of writing and who is personally 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. (Sd) Charles H. Harvey, Notary Public

My commission expires Oct 2, 1922.

Charles H. Harvey

Register of Deeds

Ernie H. H. Dep.

At 10:30 o'clock A. M.

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 discharged.

A witness my hand this 10th day of April A. D. 1924

Frank B. Zimmermeyer

Attest:
C. A. Sanders

Recorded April 22 - 1924
Notary Public
Douglas County, Kansas