

MORTGAGE RECORD

Reg Fee # 294

16

This Indenture Made this 3d day of March in the
of our Lord one thousand nine hundred ninteen, between
Utley J. Peilly and Louise Peilly, husband and wife
Orville H. Peilly, in the County of Craig and State of Kansas, of the first part, and
H. H. Hartman

WITNESSETH, That the said part one of the first part, in consideration of the sum of Sixty five hundred 00/100 DOLLARS to ~~them~~ duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do ~~all~~ grant, bargain, sell and mortgage to the said part four of the second part, his 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 North-West Quarter (NW^{1/4}) of Section Seven (7), Township
fifteen (15), Range Eighteen (18) Being a fractional Quarter

with the appurtenances, and all the estate, title and interest of the said parcels of the first part therein. And the said Wm. J. Kirby and Louis Peller do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of all 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 fifty five hundred 00/100

according to the terms of one certain promissory note... this day executed by said Wiley J. Bailey and
Louise Bailey
to the said part y... of the second part; said note being given for the sum of fifty five hundred ⁰⁰/₁₀₀
DOLLARS,
dated March 31 1919, due and payable in Four years year from date thereof.

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 party and of the first part hereby agree to 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 The insurable

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

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

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

Signed, sealed and delivered in presence of

Wiley J. Rieley _____ (SEAL)
Laurie Rieley _____ (SEAL)

STATE OF KANSAS

Orange

BE IT REMEMBERED, That on this 31 day of March A. D. 1917

before me, J. A. Counts, a Notary Public
in and for said County and State, came Willy J. Rilly and
Rilly, Leibel and wife

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

J. A. Condit
Notary Public.

My commission expires Mar 24th 1982.
This instrument was filed for record on the 15 day of March, A. D. 1982, at 9:45 o'clock A.M.

This instrument was filed for record on the 15 day of March, A. D. 1942, at 7:50 o'clock P.M.
Estelle Northrup

Estelle Northrup
Register of Deeds.

By Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby

A witness my hand this 28th day of February A. D. 1938

Artist: W. F. Hartmann

Recorded - 1st March 1922

Chas E. Constantine.

Register of Deeds