

## MORTGAGE RECORD

This Indenture Made this 21 day of April in the

year of our Lord one thousand nine hundred and nineteen, between  
Albert A. Allen, a single man, and Ella A. Allen, widow of Fitch P. Allen  
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and  
Wardens, National Bank

...of the second part:

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

Thirty five hundred dollars (\$3500.00) DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, he <sup>has</sup> sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second party, <sup>his</sup> ~~the~~ <sup>same</sup> 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 thirty four and one half (34 1/2) acres, and the West  
Twenty three and a quarter (23 1/4) acres of the North Quarter (2) of the North West Quarter (17 1/2)  
sec. 15, Twp. 24, Range 3; also East one half (1/2) of the North West Quarter (17 1/2) of sec.  
15-14-20, (see one acre, Twenty (20) Pole East & West by Eight (8) rods, North and South in the  
south east corner of said one fourth section, also the Right of Way 5th & 6th & 7th and  
successors and about five acres, being all of said East one half (1/2) lying West of said Right  
of Way; also the North four hundred and Fifty (450) feet of the West three thousand and Ten  
(310) feet of the North quarter (1/4) sec. 17 1/2 of the North West Quarter (17 1/2) of sec. 15, the South eight hundred and seventy (870)  
feet of said West three thousand and Ten (310) feet, being also designated as lots 22 and 24 in the town of Glendale, Douglas  
with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

with the appurtenances, and all the estate, right and interest of the said parties in and to the first parcel described in the particulars of the first part 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 Twenty five hundred dollars (\$2500.00)

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

to the said part.....of the second part; said note being given for the sum of thirty nine hundred dollars (\$3900.00) DOLLARS,

dated April 21 1919, due and payable in five years from date thereof,  
with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$105.00

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                     

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 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 said 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 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 of the second part, and all sums paid by the part of the second part of the second part, ~~to the~~ executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, may any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part of the second part, ~~to the~~ executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due of 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 of the second part of the second part, ~~to the~~ executors, administrators or assigns, on demand, to the said parties to the above part 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.

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County } SS

BE IT REMEMBERED, That on this 21<sup>st</sup> day of April A. D. 1912

before me, A. F. Hines, a Notary Public

in and for said County and State, came Elbert H. Allen, a single man, & Dells, F

Allen, widow of Fitch P. Allen 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 April 10<sup>th</sup> 1923 Notary Public.

This instrument was filed for record on the 25<sup>th</sup> day of April A. D. 1919, at 10<sup>30</sup> o'clock 9 M.

By..... Deputy:.....

The following is certified as the original instrument.

This mortgage described having been paid in full, this mortgage is hereby released and the same hereby stated discharged. As witness my hand this 28 day of Feb A D 1900

Recorded Oct. 28th 1920

Watkins National Bank  
L. H. Tucker, Cash.

Chorob. leal.

Remitter of Death

The following is endorsed on the original instrument.

March 31 1923