

## MORTGAGE RECORD

This Indenture Made this 5thday of April

in the

year of our Lord one thousand nine hundred nineteen

between

of Rhoda L. Noland and Ch. A. Noland, her husbandof Lawrence, in the County of Douglas

and State of Kansas, of the first part, and

W. D. Nelly

of the second part:

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of

Six Hundred 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 4 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: A tract of six & 7/8 acres of land in the North-west quarter (1/4) of the Southeast quarter (1/4) of Section (19) Township (12) Range (20) County (20), described as follows:

Beginning Forty-nine & 1/2 rods South of the North-west corner of the said North-west quarter of the Southeast quarter of Section 19, thence East seventy (70) rods; thence South fifteen & 1/2 rods; thence West twenty (20) rods; thence North fifteen & 1/2 rods to the place of beginning.

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the saidparty of the first part do hereby covenant andagree that at the delivery hereof they are the lawful owner 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 Hundred DOLLARS,according to the terms of one certain promissory note this day executed by saidparty of the first partto the said part 4 of the second part; said note being given for the sum ofSix Hundred DOLLARS,dated April 5th 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 eighteen

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 4 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

Five Hundred 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 4 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 inter-

est 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 4 of the second part, andall sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the secondpart; and it shall be lawful for the part 4 of the second part, her executors, administrators or assigns, at any time thereafter, to sell thepremises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 4 of thesecond 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 4 making such sale, on demand, to the said party of the first part her heirs and assignsIN TESTIMONY WHEREOF, The said part 4 of the first part has hereto set their hand and seal

the day and year last above written.

Signed, sealed and delivered in presence of

Rhoda L. Noland (SEAL)Ch. A. Noland (SEAL)

STATE OF KANSAS

Douglas County ss.BE IT REMEMBERED, That on this 24 day of April A. D. 1919,before me, the undersigned a Notary Publicin and for said County and State, came Rhoda L. Noland and Ch. A. Noland,her husband

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 September 15 1924 Notary Public.This instrument was filed for record on the 26 day of April A. D. 1919, at 1:45 o'clock P.M.Estelle Norchrap

Register of Deeds.

By Ernie Floyd Deputy.

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 is discharged.  
As witness my hand this 30th day of March A. D. 1923

W. D. Nelly  
Mr. Ernest Nelly for Book 37 Page 360

Recorded March 31 1923  
Paul E. McLean  
Register of Deeds

in the  
between  
of the first part, and

of the sum of  
DOLLARS  
sell and mortgage  
County of Douglas and  
State of Kansas

Paul E. McLean  
Register of Deeds  
March 31 1923

hereby covenant and  
his grant is intended

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