

MORTGAGE RECORD

Recorded Aug 7th 1922  
Estelle D. Northrup, Deft.  
Register of Deeds.

These terms described herein have been paid in full, this mortgage is hereby released and the same thereon created and discharged. As witness my hand this 26th day of July, A. D. 1919.

attest:  
Henry J. Dulles  
J. J. Surgen

One following is endorsed on the original instrument:  
E. E. Hagerman and Emma M. Hagerman

This Indenture Made this 26th day of July in the year of our Lord one thousand nine hundred + nineteen E. E. Hagerman and Emma M. Hagerman husband and wife of Winland in the County of Douglas and State of Kansas, of the first part, and E. E. Hagerman of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty five hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

Lot Number Nine (9) + Ten (10) in the Town of Winland

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

Thirty five hundred DOLLARS, according to the terms of a certain promissory note this day executed by said parties of the first part to the said party of the second part; said note being given for the sum of Thirty five hundred DOLLARS,

dated July 26th 1919, due and payable in three year or from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$122.50 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 well 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

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

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

Signed, sealed and delivered in presence of  
E. E. Hagerman (SEAL)  
Emma M. Hagerman (SEAL)

STATE OF KANSAS }  
County Douglas ss.

BE IT REMEMBERED, That on this 5th day of Aug A. D. 1919, before me, A. J. Flinn, a Notary Public in and for said County and State, came E. E. Hagerman and Emma M. Hagerman, husband and wife, who are personally known to be the same person as who executed the foregoing instrument of writing, and aduly 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.

A. J. Flinn Notary Public.  
My commission expires April 10 1923.  
This instrument was filed for record on the 6 day of September A. D. 1919, at 10:25 o'clock AM.  
Estelle Northrup Register of Deeds.  
By Ferne Flora Deputy.