

This Indenture, Made this First day of March in the year of our Lord one thousand nine hundred twenty-one between L. D. Deek and Louise Deek, his wife of the County of Douglas and State of Kansas, of the first part, and Seaford Investment & Mortgage Company of the second part:

[illegible]

This mortgage is a second mortgage and subject to a first mortgage of six thousand (\$6000.00) Dollars to the Merchants Loan & Savings Bank of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said part of \_\_\_\_\_ of the first part therein. And the said \_\_\_\_\_ parties of the first part, \_\_\_\_\_ do \_\_\_\_\_ hereby covenant and agree 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 \_\_\_\_\_ 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 Eight thousand Two hundred and sixty (\$8260.00) \_\_\_\_\_ DOLLARS, according to the terms of one certain promissory note, this day executed by said \_\_\_\_\_

L. D. Deck and Louise Deck, his wife,  
to the said part 1 of the second part; said note being given for the sum of Eight thousand Two hundred and sixty (\$8260) DOLLARS,  
dated March 1, 1921, due and payable in three year 1 from date thereof,  
with interest thereon from the date thereof until paid according to the terms of said note and 3 coupons of 578.20

Dollars hereunto 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 mortgage, in the sum of \_\_\_\_\_ DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraised \_\_\_\_\_ hereby waived or not, at the option of the part \_\_\_\_\_ of the second part, its 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 parties of the first part heirs and assigns.

In Testimony Whereof, The said part said of the first part ha ve hereunto set their hand s and seal \_\_\_\_\_ the day and year last above written.

STATE OF KANSAS,

Douglas. County, } ss.

Be it Remembered, That on this 1st day of March, A. D. 1921, before me, G. H. McKen, a Notary Public in and for said County and State, came L. D. Deek and Louise Deek, his wife,

to me personally known <sup>to me</sup> to be the same person <sup>within</sup> who executed the <sup>of writing</sup> 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 Dec. 17 1022 6 H. McKeen Notary Public.

This instrument was filed for record on the 1st day of March A. D. 1921, at 3:10 o'clock P.M.

By Estelle Northrup. Register of Deeds. Deputy

The following is endorsed on the original instrument.

The note herein described having been paid, released and the lien thereby created discharged.

As witness my hand this

**Attest:**

Recorded July 31 1923

Sta E Wellman

Register of Deeds  
J. A. [Signature]

*[Signature]*