

set forth

Witness my hand and official seal the day and year above set forth.

L.S.,
My Commission expires Sept. 10, 1927.

Jane Sheets
Notary Public

From
Maude Hiles
To
H.P. Betzer.

MORTGAGE.

State of Kansas, Douglas Co, ss
This instrument was filed for record
Aug. 20 1925, At 11:45 A.M.

Isaac B. Wellman
Register of Deeds.

This Indenture, Made the 17th day of August A.D. 1925 between Maude Hiles a widow and unmarried of the County of Douglas and State of Kansas, party of the first part and H.P. Betzer party of the second part.

Witnesseth, that the said party of the first part in consideration of the sum of Twelve Hundred Dollars in hand paid the receipt whereof is hereby acknowledged does hereby grant, bargain sell convey and confirm to the said party of the second part, his heirs and assigns the following described real estate in the County of Douglas and State of Kansas, to-wit:

The east half of the northeast quarter of section five (5) township fourteen (14) range eighteen (18) except a certain tract of land described as follows: Commencing at the southeast corner of the northeast quarter of said section five (5) township fourteen (14) range eighteen (18) thence north on the east line ninety six (96) rods, thence west eight and one third (8-1/3) rods, thence south to the center of Rock Creek thence along the bed of Rock Creek about twenty five (25) rods to the east line of J.L. Moss land, the same being thirty three and one third (33-1/3) rods due west from the east line of said section five (5) thence due south along the east line of said land owned by John L. Moss to the south line of said northeast quarter section, thence east thirty three and one-third (33 1/3) rods to the place of beginning, containing sixteen and one fourth (16 1/4) acres all of said land containing in the aggregate sixty three (63) acres.

To Have and To Hold the same with the appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estate therein unto the said party of the second part, his heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said Maude Hiles hereby covenants that she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided however, that if the said party of the first part shall pay or cause to be paid to the said party of the second part his heirs or assigns the principal sum of Twelve Hundred Dollars on the first day of September A.D. 1930 with interest thereon at the rate of six per cent per annum payable on the first day of March and September in each year together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Maude Hiles and payable at the office of Betzer Realty & Loan company Topeka, Kansas and shall perform all and singular the covenants herein contained; then this mortgage to be void and to be released at the expense of said party of the first part otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified, in manner aforesaid together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part his heirs or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas on said premises or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises and keep the buildings thereon in good repair and insured in insurance companies acceptable to the said party of the second part his heirs or assigns and deliver to him or them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said party of the second part, his heirs or assigns may pay such taxes and assessments and make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon from the date of payment at the rate of ten per cent per annum shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part his heirs or assigns may without notice declare the entire debt hereby secured immediately due and payable, and thereupon or in case of default in payment of said promissory note at maturity, the said party of the second part his heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part has hereunto set her hand the day and year first above written.

Maude Hiles.

State of Kansas
County of Douglas, ss.

On this 20th day of August A.D. 1925 before me, a Notary Public in and for said County personally appeared to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and official seal the day and year last above written.

J.E. Brasfield.
Notary Public.

L.S.
My Commission expires Nov. 13th 1927.

Doc. No. 1016
\$3.00

The following is a true and correct copy of the original instrument as filed for record in the office of the Register of Deeds, State of Kansas, on the 20th day of August, A.D. 1925.

1925

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Recorded

Jan. 20

1927

Isaac B. Wellman

Register of Deeds