

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Edwin W. Howe and Eugenia U. Howe, husband and wife 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 no exceptions.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$1500.00, One Thousand Five Hundred Dollars and no/1.00 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a mortgage to secure the payment of the sum of \$2200.00 Two Thousand Two Hundred Dollars and no/1.00 Dollars, according to the terms of one certain Note this day executed and delivered by the said Edwin W. Howe and Eugenia U. Howe, husband and wife to the said party of the second part this mortgage is for 5 years, interest 6% payable on the 14th Days of January and July of each year for the term of the mortgage

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said mortgagors or their

heirs and assigns

In Witness Whereof, The said party of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Edwin W. Howe (SEAL)

Eugenia U. Howe (SEAL)
Eugenia U. Howe (SEAL)

STATE OF KANSAS,
Franklin County, } ss.



Be it Remembered, That on this 16th day of July, A. D. 1955

before me, L.C. Geiger, a Notary Public

in and for said County and State, came Edwin W. Howe and Eugenia U. Howe, husband and wife

to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have heretunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires November 1st 1955

L.C. Geiger Notary Public

Recorded July 20, 1955 at 11:25 A.M.

David A. Beck Register of Deeds