

MORTGAGE RECORD No. 40.

429

COUNTY MORTGAGE - EARL FOSTER & SONS, INC., LEAVENWORTH, KAN., No. 17111

This Indenture, Made this Fifteenth day of August in the year of our Lord one thousand nine

hundred and thirty between

Edmund N. Gosand and Mabel L. Gosand (his wife)
of Edwara in the County of Douglas and State of Kansas, of the first part, and
Stephen A. Randall of Bolton, Massachusetts

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Thousand

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 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:

The North East 1/4 of section (21) township one (1) North range twenty one (21) East of the sixth principal meridian Douglas Co. Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Edmund N. Gosand and Mabel L. Gosand

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, 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 Four Thousand and dollars (\$4000.00) Dollars, according to the terms of one certain promissory note this day executed by the said

Edmund N. Gosand and Mabel L. Gosand to the said party of the second part. Said note being given for the sum of Four Thousand Dollars,

dated August 15, 1905 due and payable in four years four months four days year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons ^{provided} attached, and as is hereinafter specified. And the said parties 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 the said mortgagee, in the sum of _____ DOLLARS.

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interests and costs and insurance, shall from the payment thereof, be and become an additional lien upon this mortgage upon the above described premises, and shall bear interest at the rate of four per cent. per annum. But if default be made in such payment for any part thereof, or interest 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 parties 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 and assigns, at any time hereafter, 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 overplus, if any there be, shall be paid by the party making such sale on demand, to the said

Edmund N. Gosand and Mabel L. Gosand their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal 2 the day and year last above written.

Signed, Sealed and Delivered in Presence of

Edmund N. Gosand (SEAL)
Mabel L. Gosand (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of August A. D. 1905, before me

Charles A. Hill a Notary Public in and for said County and State came

Edmund N. Gosand and Mabel L. Gosand

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 17th 1906 Charles A. Hill Notary Public

Filed for Record the 25th day of August A. D. 1905, at 4:5 o'clock P.M.

By J. L. Loman Deputy. A. W. Armstrong Register of Deeds.

The following is endorsed on the original instrument
Released in full
Martha Randall Extra Aid of Stephen A. Randall
Recorded and Indexed 17/1/1909
J. L. Loman
Register of Deeds