

STANDARD FORM

COUPON: 09RTA6E

700.00

191

Received

the sum of Seven hundred and no Dollars, in full satisfaction of the within Mortgage. 1

Register of Deeds.

Abbeville (For Review - See Book 48 - pg 61.)

This Indenture, Made this 17th day of November in the year of our Lord, one thousand nine hundred and nine between Frank Palmer and Leora Palmer his wife

in the County of Ottawa and State of Kansas, of the first part, and
Joseph B. Schmidt of the second part:

Witnesseth, That the said part 10 of the first part, in consideration of the sum of \$700.00 Seven Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he vs and by these presents do grant, bargain sell and mortgage to the said part 4 of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Nowata and State of Kansas, described as follows, to wit:

Beginning at the South West corner of the north west quarter of Section (35) in Township (11) in Range (17) east of the 6th P.M. Thence East (160) Rods Thence North about (38) Rods to the South line of the T. & N. (formerly the Midland) Railway right of way, Thence West westerly along said Right of way (160) Rods Thence South about (50) Rods to the place of Beginning comprising all of Lot No 2 Except the said Railway right of way containing (38 1/2) acres more or less.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Frank Palmer and Clara Palmer (his 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, 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 Seven Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Frank Palmer and Leora Palmer (his wife) to the said part of the second part. Said note being given for the sum of Seven Hundred with the privilege to pay 1000 or any multiple thereof, dated Nov 12 1909 due and payable in Five 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 thereto attached, and as is 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 the said mortgagee, in the sum of _____ DOLLARS.

is 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 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, interests and costs, and insure, 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 his executors, administrators and 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 part 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 part his making such sale on demand, to the said Frank Palmer his heirs and assigns.

IN TESTIMONY WHEREOF, The said part¹² of the first part ha¹⁰ hereunto set their hand⁸ and seal⁶ the day and year last
above written

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

Signed, Sealed and Delivered in Presence of

J. E. Shaffer _____ (Seal)

Frank Palmer _____ (Seal)

Laura Palmer _____ (Seal)

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 12th day of November, A. D. 1907, before me
the undersigned, a Notary Public in and for said County and State came Frank Palmer
and Flora Palmer (his wife)
to me personally known to be the same person 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 June 19 1911 J. C. Shaffer Notary Public

Filed for Record the 26 day of Nov A. D. 1909, at 8:35 o'clock 9 M.

By _____ Deputy. H. J. A. Swank
Register of Deeds.

Recorded April 5/1910
Boyd & Lawrence