

MORTGAGE RECORD.

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This Indenture, Made this 15th day of August in the year of our Lord one thousand nine hundred and twelve between Ralph W. Cone and Mabel S. Cone, husband and wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Watkins National Bank of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha all sold, and by these presents do grant, bargain, sell and mortgage to the said part 4 of the second part, its successors 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:

Begin 140 rods East of Southwest corner of southwest quarter Section thirty six (36) Township twelve (12) Range nineteen (19) thence North 32 16/100 rods, thence West 46 61/100 rods, thence South 4 56/100 rods, thence West 40 1/2 rods more or less to the center of a road along the west side of said land, thence South along center of road 27 6/10 rods to south line of the section thence East 88 rods more or less to point of beginning.

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said

parties of the first part 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 Two thousand DOLLARS,

according to the terms of one certain promissory note... this day executed by the said Ralph W. Cone and Mabel S. Cone, husband and wife

to the said part 4 of the second part; said note being given for the sum of Two thousand DOLLARS,

dated August 15th 1912, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and the coupons of seventy dollars each thereto 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 ies 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 one 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 ies 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 ies of the second part, and all sums paid by the part ies of the second part, for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies of the second part, its successors, administrators or 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 ies 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 overplus, if any there be, shall be paid by the part ies making such sale, on demand to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part ha all hereunto set their hands, and seal the day and year last above written.

Signed, sealed and delivered in presence of Ralph W. Cone [SEAL] Mabel S. Cone [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 19th day of August, A. D. 1912, before me,



A. J. Flynn a Notary Public in and for said County and State, came

to me personally known to be the same person who executed the 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 April 10th 1915 A. J. Flynn Notary Public.

Filed for Record on the 19th day of August, A. D. 1912 at 4⁰⁰ o'clock P.M.

Lloyd L. Lawrence, Register of Deeds. Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 19th of August 1912 Watkins National Bank

ATTEST:

Estelle J. Nathan Register of Deeds.

Peoples State Bank Form