

MORTGAGE RECORD.

THE GLENN, LAWTON, KANSAS.

This Indenture, Made this 18th day of December in the year of our Lord one thousand nine hundred twelve between Marilda M. Howe and W. O. Howe, both unmarried, of Clinton in the County of Douglas and State of Kansas, of the first part, and

Carl G. Lundahl of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of Six Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 West half (1/2) of the South West quarter (1/4) of section twenty-two (22) in Township Clinton (13) South of Range Brighton (15) East of the Sixth Principal Meridian, Kansas, Res. Ten (10) acres in the South West corner thereof.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Parties of the first part hereby covenant and agree that at the delivery hereof she the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 Six Hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by the said parties of the first part to the said party of the second part; said note being given for the sum of

Six Hundred DOLLARS, dated December 18th 1912 due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and three coupons of 37.50 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 party 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 Six Hundred 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 party 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 all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party 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 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 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 of the second part, making such sale, on demand to the said heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part hereunto set her hand, and seal, the day and year last above written. Signed, sealed and delivered in presence of

W. O. Howe [SEAL]
Marilda M. Howe [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 18th day of December, A. D. 1912, before me, James B. Brock a Justice of the Peace Public in and for said County and State, came

W. O. Howe and Marilda M. Howe, both unmarried, 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 1913 James B. Brock Justice of the Peace

Filed for Record on the 18 day of Dec A. D. 1912 at 11⁰⁰ o'clock A. M.

Doyle L. Lawrence Register of Deeds.
Wm. W. Cornell Deputy.

Chas. J. Johnson

Wm. L. Lawrence

(For Assignment see Book 54 Page 229)
(For Assignment see Book 51 Page 530)

Coupon Form

Standard Form

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February 18 1913