

Witnesseth: That the party of the first part, in consideration of the sum of Five Hundred \$500.00 to him duly paid, the receipt of which is hereby acknowledged has sold and by these presents do grant, bargain, sell convey 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: Lots 46-48-50-52-54 and the South half of 56 on Elm street also lots 51-53-55-57-59- and 61 on Fremont street in the City of Baldwin, Douglas County Kansas, with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does covenant and agree that at the delivery hereof he is 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 whatsoever, and that he 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 Five Hundred (\$500.00) Dollars according to the terms of Ten (10) coupon notes this day executed by the said Gottlieb Arnold, to the said party of the second part, dated Oct 19th A.D. 1912 due and payable five (5) years after date hereof, with interest thereon from the date thereof until paid, according to the terms of said notes. And this conveyance shall be void if such payment be made as in said notes and herein specified. And the said party of the first part shall keep the buildings on said premises insured in favor of the holder hereof, in the sum of \$500 Dollars in some insurance company satisfactory to the holder hereof, and shall pay all taxes on said premises when due, in default whereof the said holder may obtain such insurance thereon as he may desire, or pay the taxes thereon, and the expense of such insurance and taxes 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 ten per cent per annum. But if default be made in such payment or any part thereof, or the interest thereon, or if insurance is not kept up thereon or the taxes on said premises or any part thereof, are not paid when due, then this conveyance shall become absolute and the whole principal and interest shall be due and payable, or not, at the option of the holder hereof, without notice; and it shall be lawful for the said holder at any time thereafter to foreclose this mortgage and sell the said premises hereby granted or any part thereof, in the manner prescribed by law, appraisal hereby waived, or not, at the option of the holder hereof; and out of 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 cost and charges of making such sale. In Case action is commenced for the foreclosure of said mortgage, the grantors herein consent that the Court having Jurisdiction of such foreclosure, or the Judge of such Court shall, upon

for Assignment due Nov 51 Page 326

Recorded May 23rd 1966

(The following is an interview by the original informant)
Received payment in full of the northern mortgage and debt of Henry
Newen, 17th day of April A.D. 1915.

Recorded Feb. 17 10 32

Estelle Norbrook

The following is entered on the original instrument.
The President of said Company, the undersigned, now hereby acknowledge the payment of the first sum of \$5,000, and authorize the Registrar of said Company, Vincent, to deliver up the same to said Dr. C. H. Moore the said cash company hereunto thereof to be signed by its Secretary and its official seal to be affixed thereto on September 18, 1922.