

Mortgage Record.

This Indenture, Made this Twenty Sixth day of August in the year of our Lord one thousand nine hundred and Nineteen, between L. W. N. Howden (a single man) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Alma Talbot of the second part:

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of Four hundred DOLLARS to him duly paid, the receipt of which is hereby acknowledged, hae sold, and by these presents doe 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 Douglas and State of Kansas, described as follows to wit:

Commencing Twenty five (25) rods East of the South West Corner of North West quarter (1/4) of South West quarter (1/4) of Section Twenty Nine (29) Township Twelve (12) Range Twenty (20) Hence East - To a point (11) rods North Thirty (30) rods and Fifteen (15) feet West Eight (8) Rods South Ten (10) rods and Fifteen (15) feet West Three (3) rods, South Twenty (20) to beginning

with the appurtenances and all the estate, title and interest of the said part 4 of the first part therein. And the said L. W. N. Howden doe hereby 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, 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 Four hundred DOLLARS, according to the terms of one certain promissory note this day executed by the said L. W. N. Howden

to the said part 4 of the second part; said note being given for the sum of Four hundred DOLLARS, dated August 26 1913, 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 Five coupons of Five 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 4 of the first part hereby agrees 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 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 4 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 hereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 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 part 4 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 4 making such sale, on demand, to the said L. W. N. Howden, heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 of the first part has hereunto set his hand and seal the day and year last above written. Signed, sealed and delivered in presence of L. W. N. Howden (SEAL.)

STATE OF KANSAS, } ss. Douglas County } before me, John M. Howden, a Notary Public in and for said County of Douglas State of Kansas 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 fixed my official seal on the day and year last above written. My commission expires March 10 1915 John M. Howden Notary Public. This instrument was filed for record on the 28 day of Aug A. D. 1913 at 10 o'clock A.M. Floyd L Lawrence Register of Deeds. By Floyd L Lawrence Deputy.

Recorded March 23 1914  
Edw. J. Lawrence  
Register of Deeds

Recorded March 19 1914  
Edw. J. Lawrence  
Register of Deeds

This mortgage is endorsed as the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 27 day of October A. D. 1913.