

Mortgage Record.

This Indenture, Made this first day of November in the year of our Lord one thousand nine hundred thirteen, between W.B. Howe of Clinton in the County of Douglas and State of Kansas, of the first part, and

Carl G. Lindahl of the second part: WITNESSETH, That the said part y of the first part, in consideration of the sum of Eight Hundred and fifty DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents does sell grant, bargain, sell and mortgage to the said part y 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:

West half (1/2) of the South west quarter (1/4) of Section Twenty-two (22) in Township No. Thirteen (13) South, of Range Eighteen (18) East of the Sixth Principal Meridian, Kansas, less ten (10) in the South west corner thereof.
This mortgage is made subject to a mortgage for six hundred dollars recorded in Mortgage record No. 50 at page 343 Douglas County Kansas Records

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Party of the first part do 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 Eight Hundred and fifty DOLLARS, according to the terms of one certain promissory note — this day executed by the said party of the first part

to the said part y of the second part; said note being given for the sum of Eight Hundred and fifty DOLLARS, dated November first, 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 coupons of 53.25 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 y 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 said mortgagee, in the sum of thirteen 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 part y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable at once, at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 y making such sale, on demand, to the said party of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part y 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 James Brooks W.B. Howe (SEAL.)
John F. Johnson (SEAL.)

STATE OF KANSAS, } ss.
Douglas County }

BE IT REMEMBERED, That on this first day of November A. D. 1913, before me, James Brooks, a Notary Public in and for said County and State, came W.B. Howe,

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 January 25th 1914 Notary Public.
This instrument was filed for record on the 1st day of Nov. A. D. 1913 at 3:50 o'clock P. M.
W.B. Howe Register of Deeds.
Carl W. Wigel Deputy.

Notary Public for Douglas County, Kansas.
This mortgage is subject to a mortgage for six hundred dollars recorded in Mortgage record No. 50 at page 343 Douglas County Kansas Records.
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Recorded Feb. 25 1916
W.B. Howe
No. 6. 1913
For assignment see Book 54, Page 227
(For assignment see Book 51, Page 530)