

Mortgage Record.

This Indenture, Made this First day of October in the year of our Lord one thousand nine hundred (42) Ten, between Otis B. Lindell & Elizabeth Lindell (wife) of Lou Star in the County of Douglas and State of Kansas, of the first part, and E. J. Parker of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Four hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part us 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:

From Stone at the intersection of roads Nos. 175 and 220 which is 1506 feet North and 253 25/100 feet west of South East corner of North East quarter 4 Section (1) Township (14) Range Eighteen (18) Thence South 70° 47' west 612 feet along center of road No 220 to North east cor. of a tract of land for place of beginning South 76° 47' west 102 8/10 feet thence South 300 feet to center of Washington Creek to a point due South of the North East cor. of the tract in question thence North 382 feet to place of beginning.

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Otis B. Lindell & Elizabeth Lindell do 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 indefensible 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 Four hundred DOLLARS,

according to the terms of one certain promissory note—this day executed by the said Otis B. Lindell & Elizabeth Lindell to the said part us of the second part; said note being given for the sum of Four hundred DOLLARS,

dated October 1-1910, due and payable in Five year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 14 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 us 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 Four 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 us 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 upon 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 us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us 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 us 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 us making such sale, on demand, to the said Otis B. Lindell heirs and assigns.

IN TESTIMONY WHEREOF, The said part us of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Otis B. Lindell (SEAL)
Elizabeth Lindell (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 1 day of October A. D. 1910, before me, John M. Newlin, a Notary Public in and for said County and State, came Otis B. Lindell & Elizabeth Lindell 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 11 1911.
This instrument was filed for record on the 5th day of November A. D. 1910 at 10:47 o'clock A.M.

By John M. Newlin Notary Public.
Thos. Lawrence Register of Deeds.
W. B. Metzger Deputy.

This instrument is acknowledged as the original instrument of the parties hereto, and the same is hereby acknowledged as such by the County Clerk of Douglas County, Kansas, on this 1st day of October, 1910.

Recorded
Mel. 22-1-1911
Carroll Northrup