

Mon. E. Nolan

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 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:

the County of Sevier and State of Kansas, described as follows to wit: The West Eleven (11) and seven eights (7/8) acres of the North Twenty (20) acres of the South East Quarter (1/4) Section Five (5) Township Thirteen (13) Range Twenty (20).

with the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Alexander B. Bryant & Maude B. Bryant do hereby covenant and agree that at the delivery hereof they are the lawful owners 2 of the premises above granted and seized of a good and indefeasible 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 _____

Seven hundred _____ DOLLARS,
according to the terms of one certain promissory note this day executed by the said _____

to the said part 4 of the second part; said note being given for the sum of.....

Seven Hundred DOLLARS,
dated October 1 1911, due and payable in Five year 9 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$1 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 two of the first part hereby agree to 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

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 fourth 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 if the part fourth of the first part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up to the satisfaction of said mortgagee, the said taxes and accruing penalties and interest and costs shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs of the then remaining unpaid or which may have been paid by the part fourth of the second part, and all sums paid by the part fourth of the second part of the second part, shall be due and payable or be, at the option of the part fourth of the second part; and it shall be lawful for the part fourth of the second part, or the trustees, 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 fourth of the second part, or the trustees, 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 fourth making such sale, on demand, to the said Alexander A. Bayne heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS.

Douglas

BE IT REMEMBERED, That on this 1st day of October A. D. 1914,
John M. Newman Notary Public

before me, John E. Hill, Sheriff, a Notary Public
in and for said County and State, came 17 22

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 March 10 1915 John M. Newman Notary Public.

This instrument was filed for record on the 2nd day of Oct, A. D. 1944, at 8⁰⁰ o'clock A. M.

By Floyd L. Lawrence Register of Deeds.
Geo. C. Mitchell Deputy.

2. _____

(The following is endorsed on the original instrument.)

The note herein described having been paid in full, the mortgage is hereby released and the same is hereby cancelled. Witness my hand this thirtieth day of June A. D. 1918.

Alon Mackay
attest.

Mary M. Tobin
Estate of Robert
J. M. Tobin, dec'd.
Paul C. Nelson
Clerk

For affidavit See Book 102 Pages 124
Recorded June 18, 1918
Estelle Vorthoft
Att. at Law