

Mortgage Record.

This Indenture, Made this 5th day of March in the year of our Lord one thousand nine hundred fifty, between Al Delbert Armstrong & Ruby M. Armstrong, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and George E. Jeffers of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand 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 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: The South half (1/2) of the North-west fractional (1/4) of Section No. One (1) Township Twelve (12) Range No. Seventeen (17) Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parcels of the first part therein. And the said Al Delbert Armstrong & wife Ruby M. Armstrong 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 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 One thousand DOLLARS,

according to the terms of One certain promissory note... this day executed by the said Al Delbert Armstrong & wife Ruby M. Armstrong to the said party of the second part; said note being given for the sum of One thousand DOLLARS, dated March 5, 1915, due and payable in Five year. \$, from date hereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons attached 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 party 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 One thousand 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part 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 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 surplus, if any there be, shall be paid by the part of the second part making such sale, on demand, to the said Al Delbert Armstrong & his heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Al Delbert Armstrong (SEAL)
Ruby M. Armstrong (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of March A. D. 1915, before me, the undersigned a Notary Public in and for the County and State came Al Delbert Armstrong and Ruby M. Armstrong his wife to me personally known to be the same person, who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, and I have hereunto set my seal and affixed my hand on the day and year last above written.

My commission expires Feb 23 1918.

This instrument was filed for record on the 7th day of April A. D. 1915, at 9:20 o'clock AM.
Raymond Lawrence Register of Deeds.
By Geo. B. Witzel Deputy.

Recorded Dec. 3rd 1915 1915
Received of Al Delbert Armstrong the sum of One thousand Dollars, in full satisfaction of the within mortgage. George E. Jeffers
Notary Public
Raymond Lawrence Register of Deeds
Geo. B. Witzel Deputy