

MORTGAGE RECORD

This Indenture Made this Twenty Seventhday of February

in the

year of our Lord one thousand nine hundred and seventeen

between

Fred Hunter and Mary Hunter (w/o)of Overbrookin the County of Osage

and State of Kansas, of the first part, and

John M. Newlin

of the second part:

WITNESSETH. That the said part all of the first part, in consideration of the sum ofEighteen hundred

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain, sell and mortgageto the said part of of the second part, heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas andState of Kansas, described as follows to-wit: The north seventy (70) acres of Section ThirteenThree (33) Township Fourteen (14) Range Eighteen (18)with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the saidparties of first part

do hereby covenant and

agree that at the delivery hereof they 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 Eighteen hundred

DOLLARS,

according to the terms of one certain promissory note, this day executed by said Fred Hunter and Mary Hunterto the said part of of the second part; said note being given for the sum of Eighteen hundred

DOLLARS,

dated February 27, 1917, 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 108dollars 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 all 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

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 all 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, heirs and assigns, 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 of the second part, heirs and assigns, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due of or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part of making such sale, on demand, to the said Fred Hunter heirs and assigns

IN TESTIMONY WHEREOF, The said part all of the first part have set hereunto set their hand and seal

the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS

County

ss.

BE IT REMEMBERED, That on this 27 day of Feb A. D. 1917before me, John M. Newlin, a Notary Publicin and for said County and State, came Fred Hunter and Mary Hunterwho are 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 20 1919 Notary Public.This instrument was filed for record on the 14 day of February A. D. 1918, at 2 o'clock P.M.Estelle Northrup

Register of Deeds.

By Ernest E. Lord Deputy.

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