

MORTGAGE RECORD

(The following is endorsed on the original instrument.
The note herein described, having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.)

As witness my hand this 3 day of March A. D. 1924

Attest:

March 4 1924

J. A. Bortley

Register of Deeds

This Indenture Made this 1st day of March in the year of our Lord one thousand nine hundred twentieth, between John Dodder and Emma Dodder, husband and wife of Overbrook in the County of Osage and State of Kansas, of the first part, and Elizabeth Barry of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Twenty Five Hundred 00/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do well grant, bargain, sell and mortgage to the said part two of the second part, her 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-west quarter (S.W.) of section eleven (11) Township Fifteen (15), Range Eighteen (18).

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said John Dodder and Emma Dodder do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises abovegranted 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

Twenty five Hundred 00/100 DOLLARS,

according to the terms of one certain promissory note made this day executed by said

John Dodder and Emma Dodder

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

Twenty five Hundred 00/100 DOLLARS,

dated March 1st 1919, due and payable in five year one from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and five coupons of \$100.00

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 one 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

No. 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 one 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 ten 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part two of the second part; and it shall be lawful for the part two of the second part her 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 two of the second part, her 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 over-plus, if any there be, shall be paid by the part two making such sale, on demand, to the said John Dodder and Emma Dodder heirs and assigns

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

Signed, sealed and delivered in presence of

STATE OF KANSAS } ss.
Osage County }

BE IT REMEMBERED, That on this 1st day of March A. D. 1924,

before me, J. A. Bortley, a Notary Public

in and for said County and State, came John Dodder and Emma

Dodder, husband and 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.

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 Nov 24th 1924 Notary Public.

This instrument was filed for record on the 5 day of March A. D. 1924, at 9:55 o'clock A.M.

Estelle Wuchamps Register of Deeds.

By Ferne Flores Deputy.