

MORTGAGE RECORD

The following is enforced on the original instrument.
The note herein last best having been paid in full this mortgage is hereby
released and the lien thereby created is hereby
As witness my hand this 13 day of May A. D. 1942
g. A. Woodard
Attest

Recorded May 13 1942
Elmer E. Sawyers
Recorder of Deeds

This Indenture Made this 21st day of May in the year of our Lord one thousand nine hundred and nineteen between Elmer E. Sawyers and Nancy E. Sawyers, his wife, of the County of Douglas and State of Kansas, of the first part, and E. J. Hilkey of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty Five 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 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 North half (1/2) of the Southwest quarter (1/4) of Section Thirty-four (34) Township Thirteen (13) Range Eighteen (18) East of the 6th PM

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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 Twenty Five hundred DOLLARS,

according to the terms of one certain promissory note this day executed by said parties of the first part to the said party of the second part; said note being given for the sum of Twenty Five hundred DOLLARS,

dated May 21st 1919, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 75

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 parties 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 Fifty hundred DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, the 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 parties of the second part, the 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 parties of the second part making such sale, on demand, to the said parties of the first part or their 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 Elmer E. Sawyers (SEAL) Nancy E. Sawyers (SEAL)

STATE OF KANSAS } ss. Douglas County }

BE IT REMEMBERED, That on this 21st day of May A.D. 1919, before me, the undersigned, a Notary Public in and for said County and State, came Elmer E. Sawyers and Nancy E. Sawyers, his wife to me personally known to be the same persons 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.

E. J. Wood Notary Public. My commission expires April 10, 1921 19. This instrument was filed for record on the 22 day of May A. D. 1942, at 9:00 o'clock A.M.

Estelle Norchup Register of Deeds. By Elmer E. Sawyers Deputy.

In Assignment number 45464