

MORTGAGE.

This indenture, made this 15th day of November in the year of our Lord, one thousand nine hundred and eighteen between F. A. Pool, A widower, of Wellsville in the County of Franklin and State of Kansas, of the first part, and T. O. Pool, party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of \$1456.00 Fourteen hundred fifty six Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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 undivided on half of the northeast quarter (NE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of section fifteen (15) township fifteen (15) Range twenty one (21) subject to a mortgage of 600.00 covering the full estate in said land. Also lots Six (6) Seven (7) and eight (8) in Block ten (10) in the City of Wellsville, in Franklin County, Kansas, subject to two mortgages, one of 250 and one of 350.

With the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances except mortgages above described. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said last described premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$800.00 Eight hundred Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a mortgage to secure the payment of the sum of \$1456.00 Fourteen Hundred fifty six Dollars, according to the terms of a certain mortgage note this day executed by the said party of the first part, and payable on the 15 day of November 1921, to the order of said second party with interest at 6% per annum payable semiannually privilege given to pay any part or all of this loan at any interest date.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first party or his heirs and assigns.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

F. A. Pool, (Seal)

State of Kansas,)
County of Franklin)ss.

Be it remembered, that on this 15 day of November A.D. 1918, before me a Notary Public in and for said County and State, came F. A. Pool, a widower, to me personally known to be the same person who executed the foregoing instrument, 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.

Harry L. Muesse,
Notary Public.

Commission expires on the 24 day of February 1922.

(L.S.)

Recorded November 18, 1918,
At 9:00 O'clock A.M.

Etelle Northrup
Register of Deeds,
Ferne Flora
Deputy.

For Release See Book 657-58