

## MORTGAGE.

This indenture, Made this 10th day of April in the year of our Lord, one thousand nine hundred and twenty between E. L. Rush, a single man, of Irma, in the Province of Alberta Canada, party of the first part, and The Ottawa Mortgage Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of \$600 Six Hundred 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, its successors 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:

Commencing eighty (80) rods east of the southwest corner of the southwest quarter ( $\frac{1}{4}$ ) of Section thirty-four (34), township fourteen (14) South, range nineteen (19), thence running east eighty (80) rods, north eighty (80) rods, west eighty (80) rods, south eighty (80) rods to place of beginning containing forty (40) acres:

Also commencing at the southwest corner of the southwest quarter ( $\frac{1}{4}$ ) of the southeast quarter ( $\frac{1}{4}$ ) of Section thirty four (34), township fourteen (14) South, range nineteen (19), thence north eighty (80) rods, east eighty (80) rods, south sixty-one (61) rods, west thirty six (36) rods, south nineteen (19) rods, west forty four (44) rods to beginning, containing thirty five (35) acres and one hundred sixteen (116) rods.

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 a first mortgage for \$2000.00. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said 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 provided in first mortgage 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.

And whereas the mortgagee herein is the owner and holder of a prior mortgage upon the premises herein described, which prior mortgage is recorded in Book 57 Page 428 of the mortgage records of Douglas County, State of Kansas, it is agreed by the parties hereto that failure of the part of the mortgagor to comply with the conditions either of this mortgage or of the aforesaid prior mortgage, shall, at the option of the mortgagee, make both mortgages immediately due and payable, and said mortgagee shall thereupon be entitled to foreclose both of said mortgages.

This grant is intended as a Mortgage to secure the payment of the sum of \$600.00 Six Hundred Dollars, according to the terms of two certain notes this date executed by the said party of the first part, and payable \$300. on the 10th day of October 1921, and \$300 payable October 10, 1922. to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of said notes, and all of said notes bearing ten per cent. interest after due; both principal and interest being payable in lawful money of the United States of America, at the office of the Ottawa Mortgage Company, in Ottawa, Kansas, And this conveyance shall be void if such payment be made as 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, its successors 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 shall 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 last above written.

Witnesses:

W. Masson,

T. A. Keller,

Province of Alberta Canada, ss.

Be it remembered that on this 24th day of April A.D. 1920, before me, a Notary Public in and for said County and State, came E. L. Rush, a single man, 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.

R. Hunter,  
Notary Public.

My commission expires.....19...

(L.S.)

Recorded April 30, 1920,

At 8:35 o'clock A.M.

*Estlin Norchup.*  
Register of deeds,  
Linn County, Iowa.  
Deputy.