

MORTGAGE.

Reg. No. 1531
Fee Paid 1.75

*The instrument is endorsed on the original instrument -
Bayer-Wilkinson assignor of the mortgage within named, does hereby
acknowledge full payment of the debt secured by the foregoing mortgage
and authorize the Register of Deeds of Shawnee County, Kansas, to discharge the
same from record. This 1st day of July, A.D. 1920.
George W. Crawford.*

*Recorded July 22, 1920
Shawnee County, Kansas
Register of Deeds*

This Indenture, made the 29th day of May A.D. 1920 between Thomas L. Huddlestun and Ella M. Huddlestun husband and wife of the County of Sedgwick and State of Kansas party of the first part, and H. P. Betzer party of the second part,
Witnesseth, that the said party of the first part, in consideration of the sum of Seven Hundred Fifty Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, his heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

The East Half of the East Half of the Northwest quarter of Section Twenty Five (25), Township Thirteen (13), Range Seventeen (17), containing Forty (40) acres.

To have and to Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, his heirs and assigns forever: the intention being to convey an absolute title in fee to said premises.

And the said Thomas L. Huddlestun and Ella M. Huddlestun hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, his heirs or assigns, the principal sum of Seven Hundred Fifty Dollars, on the first day of June A.D. 1925, with interest thereon at the rate of seven per cent per annum, payable on the first day of June and December in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Thomas L. Huddlestun and Ella M. Huddlestun and payable at the office of Betzer Realty and Loan Company, Topeka, Kansas, and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said party of the second part, his heirs or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in insurance companies acceptable to the said party of the second part, his heirs or assigns, and assign and deliver to him or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, his heirs or assigns, may pay such taxes and assessments, and make such repairs, or effect such insurance; and the amounts paid therefore, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, his heirs or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part his heirs or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In witness whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Thomas L. Huddlestun,
Ella M. Huddlestun,

State of Kansas,)
County of Shawnee,) ss.

On this Twenty ninth day of May A.D. 1920, before me, a Notary Public, in and for said County, personally appeared Thomas L. Huddlestun and Ella M. Huddlestun husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.
My commission expires January 30th, 1923.

(L.S.) Homer F. Wright,
Notary Public.

Recorded June 1st, 1920,
At 2:25 o'clock P.M.

Estelle M. Nichols
Register of Deeds,
Shawnee, Kansas.
Deputy.

*For Assignment See Book 27 - Page 126.
For Assignment See Book 57 Page 523.*