

MORTGAGE.

This indenture, made this 19th day of June in the year of our Lord one thousand nine hundred and twenty, between Martha E. Caldwell, of Wellsville, in the County of Douglas and State of Kansas of the first part, and C. A. Heath party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of \$1700.00 Seventeen Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has 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 One Half ($\frac{1}{2}$) of the North West (NW) Fractional Quarter of Section Five (5), Township Fifteen (15), Range Twenty One (21).

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 she 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 excepting one certain mortgage of \$2800.00 held by the Prudential Insurance Company of which \$500 has been paid by parties of the first part on this mortgage.

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 \$.....Dollars each, and shall deliver the policies to said second part, 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 \$1700.00 Seventeen Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said party of the first part, and payable on the 15th day of May 1921, to the order of said second part. 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 her heirs and assigns.

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

Martha E. Caldwell, (Seal)

Signed, sealed and delivered in the presence of

State of Kansas,)
Franklin County,) ss.

Be it remembered, that on this 19th day of June A.D. 1920, before me, a Notary public in and for said County and State, came Martha E. Caldwell 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.

Commission expires Feb. 12, 1921.

(L.S.)

H. E. De Tar,

Notary Public.

Recorded June 22, 1920,
At 11:25 o'clock A.M.

Edwin Noschuck,
Register of Deeds,
Sumner E. Lora,
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument in book 57 page 517.

For value received, I hereby assign the within mortgage recorded in book 57 at page 517, records of Douglas County, Kansas, and the debt secured thereby to John Walrafen, of Excelsior Springs, Missouri, without recourse.

H. P. Betzer,

State of Kansas, Shawnee County, ss.

Be it remembered, that on this fourth day of May, 1920, before me, the undersigned, a Notary Public, in and for said County and State came H. P. Betzer, who is personally known to me to be the same person who executed the foregoing assignment of mortgage, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

My commission expires January 30th, 1923.

(L.S.)

Homer F. Wright,

Notary Public.

Recorded June 23, 1920,
At 8:30 o'clock A.M.

Edwin Noschuck,
Register of Deeds,
Sumner E. Lora,
Deputy.

The following is endorsed on this original instrument.
The within Mortgage having been paid in full, it is hereby released on this day
original instrument, this 20 day of May 1921.
C. A. Heath.

Recorded May 26th, 1921

Edwin Noschuck
Register of Deeds