

with the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said parties of the first part does hereby covenant and agree that at the delivery hereof 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 encumbrances Except one first mortgage of seven hundred Dollars (\$700.00) 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.... 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 Seven hundred Dollars Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the December 10 day of December 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 interest notes attached, and all of said notes bearing 7 per cent interest after due: both principal and interest being payable in lawful money of the United States of America at the Ottawa, Kansas. 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, 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 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 part making such sale, on demand, to the said first parties or their heirs and assigns.

In witness whereof, the said part of the first part ha hereunto set ...hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

W. L. Bell, (Seal)
Sarah M. Bell, (Seal)

State of Kansas,)
Franklin County,) ss.

Be it remembered, that on this 10th day of Dec. A.D. 1920, before me a Notary Public in and for said County and State, came W. L. Bell and Sarah M. Bell, his wife to me personally known to be the same persons 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.

H. H. Hayes,
Commission expires on the 13th day of Jan. 1921. (L.S.) Notary Public.

Recorded Jan. 3, 1921.
At 10:30 o'clock A.M.

Estelita Norchrap,
Register of Deeds,
Ferne Flora
Deputy.

MORTGAGE.

This indenture, made the 31st day of December A.D. 1920 between Harry A. Sutton and Minnie Sutton, husband and wife of the County of Douglas 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 Fifteen Hundred 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:

Beginning at the Northeast corner of the southeast quarter of section Thirty One (31), Township Thirteen (13), Range Eighteen (18), thence South Ten and Fifty Six One-hundredths (10-56/100) Chains to a stake in the center of the road, thence West Eleven and fifty two one-hundredths (11-52/100) chains to a stake in the center of Lawrence Road, thence Southwest along the center of said road twenty and Ninety One - hundredths (20-90/100) chains to a stake; thence North Twenty Four and Sixty One-hundredths (24-60/100) chains to a stake in center of road, thence East twenty Seven and Thirty One-hundredths (27-30/100) chains to place of beginning, 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 of 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 Harry A. Sutton and Minnie Sutton 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.

*For Assignment See Book 62, Page 45.
For Release see next page.*