

MORTGAGE RECORD-59.

This Indenture, Made this Thirtieth day of August

year of our Lord one thousand nine hundred nineteen (1919)  
Charles L. Young and Ella G. Young, his wife,  
of Douglas County, Kansas, and State of Kansas, of the first part, and  
August J. Konechak and Mimmie Konechak  
of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part ies of the second part, their 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: Part of the South West 1/4 of Section Sixteen (16), Township Thirteen (13) Range Nineteen (19) East of the 6th P.M. described as follows: Beginning at a point on Section line 15.45 chains North of the Smith West corner of said Section 16; thence East 9 chains to center of Arkansas Creek; thence up the channel of said creek to the line between Sections Sixteen (16) and Seventeen (17); thence North on Section line 4.70 chains to place of beginning, Containing 4 acres more or less.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Charles L. Young as Ella G. Young do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand (\$1000.00) DOLLARS, according to the terms of one certain promissory note this day executed by said Charles L. Young as Ella G. Young, his wife,

to the said part ies of the second part; said note being given for the sum of One Thousand and no/100 DOLLARS, dated August 30th, 1919, due and payable in Five year ies from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of \$200.00 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part ies of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of One Thousand and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part ies of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part ies of the second part, their executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part y making such sale, on demand, to the said Charles L. Young, his heirs and assigns.

In Testimony Whereof, The said part ies of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Chas. L. Young (SEAL)  
Ella G. Young (SEAL)

STATE OF KANSAS, } ss.  
Douglas County, }

Be it Remembered, That on this 30th day of August A. D. 1919, before me, Charles L. Young as Ella G. Young, his wife, a Notary Public in and for said County and State, came

(L.S.)

to me personally known to be the same person who executed the foregoing instrument of writing, 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.

My Commission expires November 8th 1922 Frank E. Banke Notary Public.

This instrument was filed for record on the 5 day of November A. D. 1919, at 4:45 o'clock P. M.

Estelle Northrup Register of Deeds.  
By \_\_\_\_\_ Deputy.

For Release See Book 67 Page 10