MORTGAGE RECORD-59.

This Indenture, Made this ________ - in the grade is hereby - day of november year of our Lord one thousand nine hundred sand nine teen in the ... between 6. D. Stewart and mattie the Stewart, his wife, between of Saurence and State of Kansus, of the first part, and s, of the first part, and on the original Instrument Witnesseth, That the said part cur of the first part, in consideration of the sum of DOLLARS Fire Thousand to There ______ duly paid, the receipt of which is hereby acknowledged, ha 20 _____ sold, and by these presents do ______ grant, bargain, sell and mortgage to the said mortgage to the said part 2/2 of the second part, <u>new</u> heirs and assigns forever, all that trace or parcel of land situated in the County of Douglas and State of Kanesa, described as follows, to wit: Bedinning of the Pleithevel Correct of the Northerset Quarter of Section - or (5) Sector by Phetter (3) f Kansas, described as if of the venty (20) South of Range Twenty (10) East of the Sith Principal meridian chance South on the and Brundary of the Quarter Section Mine chaine and Seventy- seventile store thenew but Sifteen Chaines and Shirty firs linker to a store, Shencer acres to north Rine Chaine and Seventy- uver levele to the Porthe Coundary of the quarter Section, Thence West Sufter Chaine unter (SET) following is an and to and Minte Sine Linker to the place of beginning level following Exploring as a fun touth west line of Section Find (5) For Sundred (20) feet Porch of a stand which is nest and leventy serve Lundred the 'nine Each of the 2 have b or Section Find (5) Terrain for Thirteen (3) Range Santy 60) Thence Each Carbon ded wind in the of the Last have b or South One hundred feet, there & the Sant and eventy for and one had feet Section or the feet Sant of feet of feet north side South each in trea thereby of Reginning the track conveyed in this ded containing fourteen and three fill (4,3) acres more or leevewith the appulrtenances, and all the estate, title and interest of the said part and of the first part therein. And the said hereby covenant and parties of the first part note ____do_____hereby covenant and agree that at the delivery hered Zhey at 12 the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that Zhey ______will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the crein, free and clear of ADJ ES: re the payment of the sum of Five Thousand -DOLLARS -DOLLARS. according to the terms of are rertain promissory note this day executed by said parties of the first part to the said part 2 _____ of the second part; said note being given for the sum of ______ DOLLARS. DOLLARS. from date thereof. dated Marember 5the 1919 ---- , due and payable in --- fire -.year. ... from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$150.00 er specified. And the 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 , and to keep the said said part Let ______ of the first part hereby agree____ to pay all taxes assessed on said premises before any penalties or costs shall acrue on acount thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of ______ boll LARS, DOLLARS. costs, and insure the 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 the payment thereof, same at the expense of the part contract of the first part, and the expense of such taxes and accruing penaltics, interest and costs, and insurance, shall, from the payment thereof, But if default he made 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 veyance shall becom 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 l or which may have 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 tion of the part 1/ been paid by the part 2 _____ of the second part, and all sums paid by the part 2 _____ of the second part for insurance, shall be due and payable or not, at the option of the part 2 _____ to sell the premises of the second part; and it shall be lawful for the part 2 of the second part, Aic 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 44 of the second part, ______ rt. . ditions of this instruexecutors, 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 instru-demand, to the said In Testimony Whereof, The said part, Clu_of the first part ha. 22_____hereunto set_____thereis last above written Signed, sealed and delivered in presence of 6. D. Stewart (SEAL) Mattie 24 Stewast (SEAL) (SEAL) STATE OF KANSAS, Douglas County. Be it Remembered, That on this 5th is vot November . 1. D. 19/4_, before me,). 19.1.9., before me, B. C. Asher and Mattie St. Stewart, sie wife, inty and State, came ecorded Q. C. 121 (2.8.) y acknowledged the In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. e written. My Commission expires Mar 1.8 1920 Notary Public. Estelle Northrup Urgister of Deeds. Register of Deeds. By Firner Flora. ____Deputy. Denuty

333)41