

MORTGAGE RECORD—59.

This Indenture, Made this 18th day of December

year of our Lord one thousand nine hundred and nineteen
Herbert H. McClinton, a single man
 of Lawrence, P.O., in the County of Douglas and State of Kansas, of the first part, and
Maurice E. Harner of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of

Seven Thousand

to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, 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 South half (2) of the Northeast Quarter (14) of Section Twenty-nine (29) Township Thirteen (13) Range Twenty (20), East of the Sixth Principal Meridian, Kansas.

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

do hereby covenant and agree that at the delivery hereof, he 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 incumbrances, and that he 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 Seven Thousand DOLLARS

according to the terms of two certain promissory notes, this day executed by said

party of the first part

to the said party of the second part; said notes being given for the sum of one note for \$1000.00 due in one year, and one

for Six Thousand

dated December, 18th 1919, due and payable in five years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of five DOLLARS

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 party of the first part hereby agrees 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 mortgage, in the sum of

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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his 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 party of the second part, his 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 party making such sale, on demand, to the said first party or his heirs and assigns.

In Testimony Whereof, The said party of the first part has hereunto set his hand and seal on the day and year last above written.

Signed, sealed and delivered in presence of

Herbert H. McClinton

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 18th day of December A.D. 1919, before me, the undersigned, Herbert H. McClinton, a single man, a Notary Public in and for said County and State, came

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 September 15 1922

E. J. Wilkey

Notary Public.

This instrument was filed for record on the 18 day of December A.D. 1919, at 4:25 o'clock P.M.

Estelle Northrup

Register of Deeds.

By Ferne Flord

Deputy.

The following is endorsed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.

Witness my hand this 18th day of January, A.D. 1924
Maurice E. Harner

Attest

Recorded January 18, 1924

Geo. B. McClinton

Register of Deeds