

MORTGAGE RECORD—59.

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 discharged.

As witness my hand this March 18 day of March A.D. 1926

Myrtle Moore
Marybeth Buchanan
Register of Deeds

Recorded April 20 1926
Geo. E. Wellman
Register of Deeds

For assignment see Book 62 Page 206.

This Indenture, Made this First day of December in the
year of our Lord one thousand nine hundred and nineteen
S. A. Peterson and Irene Peterson, his wife
Clinton, Township in the County of Douglas and State of Kansas, of the first part, and
John E. North of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of One Thousand DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said
party of 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 forty-two acres of the East eighty-two acres of the Southeast
quarter of section twenty-six (26), Township thirteen (13), Range eighteen (18)
sometimes described as beginning at the Southwest corner of said quarter
section, thence East eighty-two rods, thence North eighty-two rods, thence
East eighty-two rods, thence South eighty-two rods to the place of beginning
containing 42 acres more or less.

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
do hereby covenant and
agree that at the delivery hereof they as 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 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 DOLLARS,
according to the terms of an certain promissory note, this day executed by said S. A. Peterson and Irene Peterson,
his wife.

to the said part of of the second part; said note being given for the sum of One Thousand DOLLARS,
dated December 1st 1919, due and payable in five years from from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of 86500
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 parties of the first part hereby agree to 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 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties
of the second part; and it shall be lawful for the parties 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, appraisal hereby waived or not, at the option of the parties 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 parties making such sale, on demand, to the said
S. A. Peterson or his heirs and assigns.

In Testimony Whereof, The said parties of the first part have well hereunto set their hands and seals the day and year
last above written.

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 1st day of December A. D. 1926, before me,
D. C. Acher a Notary Public in and for said County and State, came
S. A. Peterson and Irene Peterson, his wife.

who are 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 March 18 1926 D. C. Acher Notary Public.

This instrument was filed for record on the 20 day of December A. D. 1926, at 2:55 o'clock P.M.

Estelle Northrup Register of Deeds.
By Ferne Flood Deputy.