

MORTGAGE RECORD-59.

This Indenture, Made this Twentieth day of December

year of our Lord one thousand nine hundred and nineteen
John Deay and Pearl Deay, both single men
of Baldwin, in the County of Douglas and State of Kansas, of the first part, and
Nation National Bank of the second part:

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

Fifteen Hundred

DOLLARS,

to, John Deay and Pearl Deay, 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: Beginning 43 1/2 rods East of back west corner of North East one fourth Section Eleven, Township Fifteen, Range Nineteen; thence run East 6 chains, 66 2/3 links; thence North 30 chains; thence East 6 chains 66 2/3 links; thence South 50 chains to beginning; also South 23 1/2 acres of East 40 rods of North East one fourth Section Eleven, Township Fifteen, Range Nineteen; also the South East 15 acre more or less of 25 1/2 acre divided as follows, beginning at a point 45 rods North of South East corner of North East one fourth of Section Eleven, Township Fifteen, Range Nineteen; thence run North 30 rods; thence East 30 rods; thence South 30 rods; thence East 30 rods to beginning; also the South corner of East 15 1/2 acres of West 43 1/2 acres of North East one fourth Section Eleven, Township Fifteen, Range Nineteen; in Douglas County, Kansas.

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 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 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 Fifteen Hundred

DOLLARS

according to the terms of a certain promissory note, this day executed by said

John Deay and Pearl Deay

to the said part two of the second part; said note being given for the sum of

Fifteen Hundred

DOLLARS,

dated December 20th 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 five coupons of 45 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 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 Sixteen Hundred

DOLLARS,

in some insurance company satisfactory to said mortgage, 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, 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 parties 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 parties of the first part, making such sale, on demand, to the said

John Deay and Pearl Deay, their heirs and assigns.

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

Signed, sealed and delivered in presence of

John Deay

(SEAL)

Pearl Deay

(SEAL)

STATE OF KANSAS,
Douglas County,

Be it Remembered, That on this 20th day of December

A. D. 1919, before me,

D. C. Asher

a Notary Public in and for said County and State, came

John Deay and Pearl Deay both single men

who are to me personally known to be the same persons 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 Mar 18 1920

D. C. Asher

Notary Public.

This instrument was filed for record on the 23 day of Dec

A. D. 1919, at 11 50 o'clock A.M.

Estelle Norchup

Register of Deeds.

By Ernest Flora

Deputy.

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In Original in Book 79 Page 114