

MORTGAGE RECORD—59.

This Indenture, Made this 21st day of January in the year of our Lord one thousand nine hundred and twenty, between Elizabeth Mace a widow of Douglas in the County of Douglas and State of Kansas, of the first part, and Nathaniel National Bank of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its 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 East half (E 1/2) of the the Northwest Quarter (NW 1/4) of Section Five (5) Township Fourteen (14) Range Eighteen (18) East of the 6th P.M.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elizabeth Mace does hereby covenant and agree that at the delivery hereof she 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 she 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 Twelve hundred DOLLARS, according to the terms of a certain promissory note this day executed by said Elizabeth Mace

to the said party of the second part; said note being given for the sum of Twelve hundred DOLLARS, dated January 21st 1920, due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of thirty six 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 party 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 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, its successors, 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, its successors, 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 of the first part making such sale, on demand, to the said Elizabeth Mace heirs and assigns.

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

Signed, sealed and delivered in presence of L. H. Tucker Elizabeth Mace (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 21st day of January A. D. 1920, before me, A. F. Flynn, a Notary Public in and for said County and State, came Elizabeth Mace, a widow, who is the 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 April 10 1922. A. F. Flynn Notary Public.

This instrument was filed for record on the 21 day of January A. D. 1920, at 4:55 o'clock P.M.

Estlin Northrup Register of Deeds.
By Fernie Glaser Deputy.

This mortgage is subject to the original instrument recorded in Book 67 Page 5-
 The parties hereto are advised that this mortgage is subject to the original instrument recorded in Book 67 Page 5-
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Recorded Sept. 28th 1920
Capthill Northrup
 Register of Deeds

The following is endorsed on the original instrument:
 The parties hereto are advised that this mortgage is subject to the original instrument recorded in Book 67 Page 5-

Book 67 Page 5-
 For Assignment see Book 67 Page 5-