

MORTGAGE RECORD—59.

This Indenture, Made this 1st day of March in the year of our Lord one thousand nine hundred Twenty, between L. Irvin Dodder and Bitha E. Dodder, husband and wife of Owensboro, in the County of Dodge and State of Kansas, of the first part, and Elizabeth Barry of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty-two Hundred 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd of the second part, her 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 North-east Quarter (NE 1/4) of Section Twenty-six (26), Township (14), Range Seventeen (17), East of the 6th P.M.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said L. Irvin Dodder and Bitha E. Dodder do hereby covenant and agree that at the delivery hereof they are 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 Twenty-two Hundred 00/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said L. Irvin Dodder and Bitha E. Dodder

to the said part 2nd of the second part; said note being given for the sum of Twenty-two Hundred 00/100 DOLLARS, dated March 1st 1922, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of

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 part 1st 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 100 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 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, her 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, her 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the said L. Irvin Dodder his heirs and assigns.

In Testimony Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

L. Irvin Dodder (SEAL)
Bitha E. Dodder (SEAL)

STATE OF KANSAS,

Dodge County, ss.

Be it Remembered, That on this 1st day of March A. D. 1922, before me,

J. A. Bordt a Notary Public in and for said County and State, came L. Irvin Dodder and Bitha E. Dodder, husband and wife

to me personally known to be the same person who executed the foregoing instrument as willing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set hand and seal and affixed my official seal on the day and year last above written.

My Commission expires Nov. 24th 1921 J. A. Bordt Notary Public.

This instrument was filed for record on the 7 day of March A. D. 1922, at 4:55 o'clock P.M.

Estelle Nordrup Register of Deeds.
Lorne Floss Deputy.

This Indenture is returned as per record instrument 1922-11-22. There is herein described land here paid in full. This appears to be properly released and the land thereon is clear of all charges. As witness my hand this 11th day of March, A. D. 1922.

Elizabeth Barry

Recorded Mar. 8 1922
Estelle Nordrup
Register of Deeds
Lorne Floss, Dep.