

MORTGAGE RECORD—59.

This Indenture, Made this 19th day of March

year of our Lord one thousand nine hundred & twenty,
E. S. Heaton and Elia M. Heaton his wife
 of Baldwin, in the County of Douglas and State of Kansas, of the first part, and

D. F. Heaton

of the second part:

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

Eight Thousand

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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:

Nest One hundred & eight acres (108) of the North East Quarter (NE 1/4) of Section Twenty three (23) Township Fourteen (14) Range Twentieth (20)

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 the lawful owners of the premises above granted and seized of a good and indefensible 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 Eight Thousand

DOLLARS,

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

parties of the first part

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

Eight Thousand

DOLLARS,

dated March 19th 1920, due and payable in ten year 1930 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and twenty coupons of 240 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 same

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 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, appraisement 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 of the second part, making such sale, on demand, to the said parties of the first part their heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas

County,

Be it Remembered, That on this 19th day of March, A. D. 1920, before me, A. F. Flynn, a Notary Public in and for said County and State, came E. S. Heaton and Elia M. Heaton his wife,

whose names 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 April 10 1922

A. F. Flynn

Notary Public.

This instrument was filed for record on the 1st day of April, A. D. 1920, at 3:30 o'clock P.M.

Estelle Northrup

Register of Deeds.

By Ferns Thera Deputy.

One hundred & eighty dollars in the original instrument
 The note herein described herein was paid in full and the mortgage is hereby released and the
 lien thereon is hereby discharged. As witness my hand this 19th day of March, A. D. 1920
James H. State & Savings Bank
Geo. P. Smith Pres.
(Corp. Seal)

RECEIVED
 April 11th 1922
Estelle Northrup
 Register of Deeds

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