

## MORTGAGE RECORD—59.

This Indenture, Made this 15th day of April in the year of our Lord one thousand nine hundred Twenty (1920), between Asa Postma of Lone Star, in the County of Douglas and State of Kansas, of the first part, and Lone Star State Bank of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Six hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, their 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 1/2 of East 1/2 of South East 1/4 of Sec. (16) Town (14) Range (18) forty acres more or less.

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Asa Postma do do hereby covenant and agree that at the delivery hereof he 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 he 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 Six hundred DOLLARS, according to the terms of one certain promissory note... this day executed by said Asa Postma.

to the said part y of the second part; said note being given for the sum of Six hundred DOLLARS, dated April 15 - 1920, due and payable in two coupons of 1800 year 4 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of 1800 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 y 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 part y 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 part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 part y 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 part y making such sale, on demand, to the said Asa Postma heirs and assigns.

In Testimony Whereof, The said part y of the first part ha hereunto set hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,  
Douglas County, ss.

Be It Remembered, That on this 15 day of April A. D. 1920 before me, Ch. H. Ulrich, a Notary Public in and for said County and State, came Asa Postma

(L. S.) who is personally known to be the same person who executed the foregoing instrument of writing, and Asa Postma duly acknowledged the execution of the same.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires May 4 1921 Ch. H. Ulrich Notary Public.

This instrument was filed for record on the 16 day of April A. D. 1920 at 3:05 o'clock P.M.

Estelle Northrup Register of Deeds.  
By Deputy Deputy.

In consideration of full payment of the within mortgage I hereby release the same this

19th day of April 1923

Lone Star State Bank

ATTEST:  
Geo. E. Wellman Register of Deeds