

MORTGAGE RECORD—59.

This mortgage is confirmed on the original instrument released and the lien thereby created discharged.

As witness my hand this 18 day of June A. D. 1924

Attest:

E. J. Emery

This Indenture, Made this twelfth day of March in the year of our Lord one thousand nine hundred and twenty, between A. A. Morris and Mary Opal Morris, his wife, of the County of Douglas and State of Kansas, of the first part, and E. J. Emery of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500.00) 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 party 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:

Beginning at a point six (6) rods East of the South East corner of the North East fractional quarter of Section Two (2), Township Sixteen (16) Range Eighteen (18), thence West Thirty-one (31) rods and seven (7) feet to corner of land sold to J. H. Kasper, thence North Ten (10) rods and two (2) feet, East Thirty-one (31) rods and seven (7) feet, South Ten (10) rods and two (2) feet, to the place of beginning, 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 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 Five Hundred (\$500.00) DOLLARS, according to the terms of the certain promissory note this day executed by said A. A. Morris and Mary Opal Morris

to the said party of the second part; said note being given for the sum of Five Hundred (\$500.00) DOLLARS, dated March 12, 1920, due and payable in Two years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and four coupons of 17.50 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 mortgagee, in the sum of Five Hundred (\$500.00) 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 thereof 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, 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 party 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 party of the second part, making such sale, on demand, to the said parties of the first part, his 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

J. H. Kasper

A. A. Morris (SEAL)

Mary Opal Morris (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 12 day of March A. D. 1924, before me, the undersigned, a Notary Public in and for said County and State, came A. A. Morris and Mary Opal Morris, his wife

deare and 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 June 5 1925.

J. H. Kasper

Notary Public.

This instrument was filed for record on the 19 day of May A. D. 1924, at 2:55 o'clock, P.M.

Estelle N. Schrupf

Register of Deeds.

By Ferne Flora Deputy.

Recorded June 18 - 1924
J. H. Kasper

Recorded June 19 - 1924