

MORTGAGE RECORD-59.

Reg Fee
#253
255

For Assignment: See Book 88 page 46

This Indenture, Made this fourth day of May in the year of our Lord one thousand nine hundred and twenty between Frank S. Marshall and Ella H. Marshall, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Ruth Flory of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Five Thousand (\$5000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sell sold, and by these presents do grant, bargain, sell and mortgage to the said part four of the second part, for 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 Eastern half (1/2) of the South East Quarter (1/4) of Section twenty one (21) Township fourteen (14) Range Nineteen (19).

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Frank S. Marshall and Ella H. Marshall do hereby covenant and agree that at the delivery hereof they 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 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 Thousand (\$5000.00) DOLLARS, according to the terms of and certain promissory note this day executed by said Frank S. Marshall and Ella H. Marshall to the said part four of the second part; said note being given for the sum of Five Thousand (\$5000.00) DOLLARS,

dated May 4th 1920, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of \$500.00 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 Fifteen Hundred (\$1500.00) 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 part two 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 two of the second part, and all sums paid by the part four of the second part for insurance, shall be due and payable or not, at the option of the part four of the second part; and it shall be lawful for the part four 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 part four 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 part four making such sale, on demand, to the said Frank S. Marshall, his heirs and assigns.

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

STATE OF KANSAS,
Douglas County, } ss.

Be It Remembered, That on this 4th day of May A. D. 1920, before me, Geo. Ch. Ruhoff a Notary Public in and for said County and State, came Frank S. Marshall and Ella H. Marshall, his wife,

(s.s.) who personally known to be the same person as who executed the indorse 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 Jan 25 1923 Geo. Ch. Ruhoff Notary Public.

This instrument was filed for record on the 19 day of May A. D. 1920, at 3:30 o'clock P.M.

Estelle Norchrup Register of Deeds.
By James Flord Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created, dissolved.
As witness my hand this 13 day of Sept. 1920.
Attest: C. B. Dutil Mrs. Winifred Reeser
Register of Deeds

Recorded September 20, 1919
James A. Beck
Register of Deeds

in the _____, between _____
Kansas, of the first part, and _____
part: _____
DOLLARS,
and mortgage to the said
State of Kansas, described as
_____ of the
_____ (1/2)
_____ (1/2) feet to
_____ and _____ (2) feet,
_____ and _____ (2)

_____ hereby covenant and
_____ therein, free and clear of
_____ to secure the payment of the
_____ DOLLARS,
_____ from date thereof,
_____ hereinafter specified. And the
_____ thereof, and to keep the said
_____ DOLLARS,
_____ and costs, and insure the
_____ all, from the payment thereof,
_____ sum. But if default be made
this conveyance shall become
_____ unpaid or which may have
_____ hereafter, to sell the premises
_____ cond part, his
the conditions of this instru-
_____ on demand, to the said
_____ and seal of the day and year
_____ (SEAL)
_____ (SEAL)
_____ A. D. 1920, before me,
_____ said County and State, came
_____ his wife,
_____ personally acknowledged the
_____ at above written.
Notary Public.
M.
Register of Deeds.
Deputy.