

MORTGAGE RECORD-59.

This Indenture, Made this twelfth day of May

year of our Lord one thousand nine hundred and twentieth  
S. L. Varnum and Mary E. Varnum, his wife  
of Kansas, in the County of Douglas and State of Kansas, of the first part, and  
John Jensen of the second part:

Witnesseth, That the said part second of the first part, in consideration of the sum of ten thousand (\$10,000.00) 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  
part first 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:

North East Quarter of section Twenty seven (27) township Twelve  
(12) range Nineteen (19).

with the appurtenances, and all the estate, title and interest of the said part second 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 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 ten thousand (\$10,000.00) DOLLARS,

according to the terms of one certain promissory note this day executed by said  
S. L. Varnum and Mary E. Varnum, his wife,  
to the said part first of the second part; said note being given for the sum of  
ten thousand (\$10,000.00) DOLLARS,

dated May 12, 1920, due and payable in five year one from date thereof,  
with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 200.00  
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 part second 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 one DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the  
same at the expense of the part second 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 second of the second part, and all sums paid by the part second of the second part for insurance, shall be due and payable or not, at the option of the part first  
of the second part; and it shall be lawful for the part first 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, appraisalment hereby waived or not, at the option of the part first 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 instru-  
ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part first making such sale, on demand, to the said  
parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

S. L. Varnum (SEAL)  
Mary E. Varnum (SEAL)

STATE OF KANSAS,  
Douglas County, } ss.

Be it Remembered, That on this 13 day of May A. D. 1920, before me,  
the undersigned, a Notary Public in and for said County and State, came  
S. L. Varnum and Mary E. Varnum, his wife,  
who are to me personally known, to be the same person as 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 24 1922 B. B. Hoxford Notary Public.

This instrument was filed for record on the 8 day of June A. D. 1922, at 10:22 o'clock P.M.

Estelle Dorchrup Register of Deeds.  
By Ernest Glaser 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 is discharged.  
As witness my hand this 21 day of December A. D. 1922  
Donald E. McElmurry Register of Deeds.

Recorded December 24, 1922 (Part)  
Donald E. McElmurry Register of Deeds.

In argument see Book 62 Page 287