

MORTGAGE RECORD—59.

This Indenture, Made this First day of September in the year of our Lord one thousand nine hundred twenty, between W. H. Drake and Frances F. Drake, his wife, of Lecompton in the County of Douglas and State of Kansas, of the first part, and State Bank of Lecompton, Lecompton, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand and no 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, 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 on the middle line of second street, thirty six and one half rods East of the west line of east half of section 34 Township 11, Range 18, thence North to the right Bank of the Kansas River thence in a southeasterly direction along said Bank to the middle line of vacated Seane Street thence South to the intersection of said middle line of Seane Street with middle line of second street, thence west 42 1/2 rods to the place of beginning, containing 30 acres more or less, except the Santa Fe right of way according to the recorded plat thereof,

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said W. H. Drake and Frances F. Drake 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 Two thousand and no DOLLARS, according to the terms of their certain promissory note this day executed by said

W. H. Drake and Frances F. Drake to the said party of the second part; said note being given for the sum of Two thousand and no DOLLARS, dated September first 1920, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of Seventy 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 One thousand and no 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, its 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, its 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 making such sale, on demand, to the said first parties heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals on 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 First day of Sept 1920, before me, J. H. Bricker a Notary Public in and for said County and State, came W. H. Drake and Frances F. Drake, his wife,

to me personally known to be the same person 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 Jan. 1 1922.

This instrument was filed for record on the 7 day of Sept A. D. 1920, at 8 o'clock A.M.

Estelle Northrup Register of Deeds.
By Ernest Florin Deputy.

The following is an extract from the original instrument.
Two maps have been filed having been used in full, this mortgage is hereby
renewed and the same hereby created as hereon.

As witness my hand this 1st day of Sept 1920 A. D. 1920
at Lecompton, Kansas
By J. H. Bricker Notary Public.

Recorded Aug. 21 1920

Eli C. Brinkley
Register of Deeds