

MORTGAGE RECORD-59.

This Indenture, Made this 27th day of September in the year of our Lord one thousand nine hundred twenty, between A. Ralph Heybright and Emma Heybright, his wife, 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 parties of the first part, in consideration of the sum of Twelve hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sell and by these presents do sell grant, bargain, sell and mortgage to the said parties of the second part, their successors 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 west fifty seven and one half (57 1/2) acres of the North half of the Northwest quarter (1/4) of Section Township (14) Township fourteen (14) range eighteen (18) east of the sixth principal Meridian.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part agree that at the delivery hereof they be 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 Twelve hundred (\$1200.00) DOLLARS, according to the terms of any certain promissory note this day executed by said parties of the first part.

to the said parties of the second part; said note being given for the sum of Twelve hundred DOLLARS, dated Sept 27th 1920, due and payable in Five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of Forty-two 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 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, their 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 parties of the second part, their 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 parties of the second part making such sale, on demand, to the said parties of the first part and assigns.

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

Signed, sealed and delivered in presence of A. Ralph Heybright (SEAL) Emma Heybright (SEAL)

STATE OF KANSAS, }
Douglas County, }

Be it Remembered, That on this 27 day of Sept A. D. 1920, before me, Ch. H. Ulrich a Notary Public in and for said County and State, came A. Ralph Heybright and Emma Heybright, his wife, who are 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 May 4 1921 Ch. H. Ulrich Notary Public.

This instrument was filed for record on the 30 day of Sept A. D. 1920, at 1:20 o'clock P. M. Estelle Arthur Register of Deeds. 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 29th day of Sept A. D. 1920
Attest C. H. Ulrich
Chas. H. Ulrich
Notary Public

Recorded Sept 25 1920
Ellis E. Wingo
Ellis E. Wingo
Register of Deeds
Ellis E. Wingo