

MORTGAGE RECORD-59.

This Indenture, Made this Fourth day of September

year of our Lord one thousand nine hundred and twenty two,  
of L. J. McNaughton and A. A. McNaughton, his wife,  
of Tonganosh in the County of Leavenworth and State of Kansas, of the first part, and  
of C. H. Tucker of the second part:

Witnesseth, That the said part all of the first part, in consideration of the sum of Three Thousand DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said  
part of 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:

South ten (10) acres of East twenty-six & two thirds (26 2/3) acres of  
North half of Northeast Quarter of Section Twenty five (25) Township  
Twelve (12) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part all 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 owners of the premises above granted and seized of a good and inalienable 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 Three Thousand & no part DOLLARS,  
according to the terms of a certain promissory note this day executed by said  
L. J. McNaughton and A. A. McNaughton, his wife,  
to the said part of of the second part; said note being given for the sum of

Three Thousand DOLLARS,  
dated September 4, 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 6 coupons of \$120.00

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 all 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 mortgage, in the sum of Three Thousand DOLLARS,  
in some insurance company satisfactory to said mortgage, 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 all 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of  
of the second part; and it shall be lawful for the part of 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 of 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 of making such sale, on demand, to the said  
L. J. McNaughton, his heirs and assigns.

In Testimony Whereof, The said part all of the first part ha ve hereunto set their hands and seal, the day and year  
last above written.

Signed, sealed and delivered in presence of

L. J. McNaughton (SEAL)  
A. A. McNaughton (SEAL)

STATE OF KANSAS,  
Leavenworth County, } ss.

Be it Remembered, That on this 25th day of Oct. A. D. 19 22, before me,  
Th. H. Newby a Notary Public in and for said County and State, came  
L. J. McNaughton and A. A. McNaughton, his wife.

(22)  
who are 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 hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Sept 5th 1921 Th. H. Newby Notary Public.

This instrument was filed for record on the 6 day of Nov A. D. 19 22, at 95 o'clock A.M.

Estelle Worschup Register of Deeds.  
By James E. Egan 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 11 day of Feb A. D. 1922  
John S. Kilworth  
Attorney

Recorded Feb-11- 1922  
Eli. E. Cunningham  
Register of Deeds

For Assignment - See Book 77-Page 36.