

MORTGAGE RECORD—59.

This Indenture, Made this Ninth day of November in the year of our Lord one thousand nine hundred and twentieth, between E. E. McBlanchard & Rotheryn McBlanchard (wife) of Lecompton in the County of Douglas and State of Kansas, of the first part, and Trustees of Kansas Yeasly Meeting of Society of Friends (Incorporated) of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Five hundred DOLLARS,

in 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 part second of the second part, its 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: Begin at the Southwest corner of the North East quarter (1/4) Section Three Township Twelve (12) Range Eighteen (18) thence North along the West line of said quarter (1/4) Section 1030 feet thence East 1019 feet to the Center of Whitfield Street thence South along the center line of Whitfield Street 636 feet thence West 279 feet thence South Two hundred and Seventy (270) feet thence East 279 feet to the center line of Whitfield Street thence South 126 feet along the center line of Whitfield Street to a stone in the South line of said Northeast quarter Section (3) thence West along said South line of said Northeast quarter Section (3) 1055 to place of beginning.

with the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said

E. E. McBlanchard & Rotheryn McBlanchard do hereby covenant and agree that at the delivery hereof, they are the lawful owner, for 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 hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by said

E. E. McBlanchard & Rotheryn McBlanchard

to the said part second of the second part; said note being given for the sum of Five hundred DOLLARS,

dated Nov. 9 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 Five coupons of Seventeen 50 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 first 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 Five hundred DOLLARS,

in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part first 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 second of the second part; and it shall be lawful for the part second 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 part second 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 part second of the second part, making such sale, on demand, to the said E. E. McBlanchard heirs and assigns.

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

Witnesseth, sealed and delivered in presence of

E. E. McBlanchard (SEAL)

Rotheryn McBlanchard (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 12 day of November A. D. 1920 before me,

John M. Newlin a Notary Public in and for said County and State, came

E. E. McBlanchard and Rotheryn McBlanchard

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

My Commission expires March 20 1923 John M. Newlin Notary Public.

This instrument was filed for record on the 12 day of November A. D. 1920 at 3:30 o'clock P.M.

Estelle Posthup Register of Deeds.

By Deputy.

Notary Public in and for the State of Kansas.

The above instrument is hereby acknowledged and having been read in full, this mortgage is hereby released and the same is thereby created discharged.

Recorded Aug 5 1921 1027

Notary Public.

Register of Deeds.

Deputy.