

MORTGAGE RECORD-59.

This Indenture, Made this first day of December in the year of our Lord one thousand nine hundred and twenty between William B. Nichols and Stella M. Nichols, his wife of Baldwin P.O. in the County of Douglas and State of Kansas, of the first part, and Simon C. Baker and Lola Baker of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Eight thousand five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part one of the second part, their 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 East half (1/2) of the North East Quarter (1/4) of Section One (1) Township Fifteen (15), Range Nineteen (19), East of the sixth principal meridian, and the South East Quarter (1/4) of Section Thirty-Six (36), Township Fourteen (14), East of the sixth principal meridian, containing 240 acres more or less. Out of above land is subject to a prior mortgage of \$7000.00 and another part is subject to a prior mortgage of \$5000.00.

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 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 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 Eighty five hundred DOLLARS, according to the terms of one 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 Eighty five hundred DOLLARS, dated December 1st 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 5 coupons of 510 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 mortgage, in the sum of one 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 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 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, their 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 parties of the first part or their heirs and assigns.

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

Signed, sealed and delivered in presence of

William B. Nichols (SEAL)
Stella M. Nichols (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 1st day of December A. D. 1922, before me, the undersigned, a Notary Public in and for said County and State, came William B. Nichols and Stella M. Nichols, his wife

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 September 15th 1922 E. J. Hilkey Notary Public.

This instrument was filed for record on the 1 day of December A. D. 1922, at 4:35 o'clock P.M.

Estelle Northrup Register of Deeds.
By Ernest Flood 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 discharged.
At witness my hand this first day of December A. D. 1922
Simon C. Baker
Lola Baker
Register of Deeds

Recorded December 1st 1922
Ora E. McElman
Register of Deeds