

MORTGAGE RECORD-59.

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.
A witness my hand this 13th day of March A. D. 1921
Elizabeth Barry
Attest:

Recorded March 16 - 1921
Geo C. Wellman
Register of Deeds

This Indenture, Made this 1stday of March

year of our Lord one thousand nine hundred Twenty one in the
between Katie Holcapple, a widow, Frank Holcapple and Mary Holcapple, both single,
of Elizabeth Barry in the County of Douglas and State of Kansas, of the first part, and

Witnesseth, That the said parties of the first part, in consideration of the sum of

Twenty Five Hundred 00/100

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, bargain, sell and mortgage to the said
part of the second part, her 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 Half (1/2) of the North West Quarter (NW 1/4) Section Twenty
one (21), Township Fourteen (14N), Range Eighteen (18E).

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Katie Holcapple,
Frank Holcapple and Mary Holcapple 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 inderisable 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 Twenty five Hundred 00/100 DOLLARS,
according to the terms of and certain promissory note, this day executed by said

Katie Holcapple, Frank Holcapple and Mary Holcapple
to the said part of the second part; said note being given for the sum of

Twenty Five Hundred 00/100 DOLLARS,

dated March 1st 1921, 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 five coupons of 162.50

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 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 722 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, her 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, her
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 parties of the second part making such sale, on demand, to the said
Katie Holcapple, her heirs and assigns.

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

Signed, sealed and delivered in presence of

Katie Holcapple (SEAL)
Frank Holcapple (SEAL)
Mary Holcapple

STATE OF KANSAS,

Osage County,

Be it Remembered, That on this 19 day of Febr. A. D. 1921, before me,
J. A. Bordt a Notary Public in and for said County and State, came

Katie Holcapple, a widow, Frank Holcapple and
Mary Holcapple, both single,

to me 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Nov 24th 1924 J. A. Bordt Notary Public.

This instrument was filed for record on the 23 day of February A. D. 1921, at 8³⁰ o'clock A. M.

Epstein Norchup Register of Deeds.
By Ferns Flora Deputy.