

MORTGAGE RECORD—59.

This Indenture, Made this 10th day of March in the year of our Lord one thousand nine hundred twenty-one, between Lucretia B. Bigsby, a widow, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and L. H. Tucker of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Sixty-five hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do sell grant, bargain, sell and mortgage to the said party 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: The north half of the southwest quarter (N¹/₂, S¹/₂W¹/₄); the southeast quarter of the southwest quarter (SE¹/₄, S¹/₂W¹/₄); the Northwest quarter of the Northwest quarter (NW¹/₄, NW¹/₄); the South half of the Southwest quarter (S¹/₂, SW¹/₄); also commence at Southwest corner of Southwest quarter of Sec. 23, T. 23, R. 14, thence North East 2 rods, thence South 22 rods, thence West 2 rods to place of beginning, all in Sec. 23, Township 23, Range 14, the West half of the Southwest quarter of the Southeast quarter (W¹/₂, SW¹/₄, SE¹/₄) Sec. 21, Township 12, Range 14,

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lucretia B. Bigsby do hereby covenant and agree that at the delivery hereof she 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 she 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 Sixty-five hundred DOLLARS, according to the terms of a certain promissory note this day executed by said Lucretia B. Bigsby to the said party of the second part; said note being given for the sum of

Sixty-five DOLLARS, dated March 10 - 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 ten coupons of 227.50 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 party 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 Eight thousand 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the party making such sale, on demand, to the said Lucretia B. Bigsby her heirs and assigns.

In Testimony Whereof, The said party of the first part has hereunto set her hand and seal this day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 19th day of March A. D. 1921, before me, A. F. Glenn a Notary Public in and for said County and State, came Lucretia B. Bigsby, a widow who is 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 heretofore subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires April 10th 1922 A. F. Glenn Notary Public.

This instrument was filed for record on the 19 day of March A. D. 1921, at 10²⁵ o'clock A.M.

Estes Marshup Register of Deeds.
Ferns Flora Deputy.

This released Sec. B. Book 62, Page 559.

This mortgage is entered by the original instrument in the public record, having been filed in full. This mortgage is not a duplicate of the original instrument.