

MORTGAGE RECORD—59.

This Indenture, Made this Twentieth day of May in the year of our Lord one thousand nine hundred Twenty one, between Benj. O. Barty and Elizabeth Barty, his wife, in the County of Douglas and State of Kansas, of the first part, and Lydia H. Fickler of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand and no/100 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 party 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:

Lots 1 to 20 Incl. in Block 24; 1 to 12 incl. in Block 25; 1 to 10 incl. in Block 26; 1 to 10 incl. in Block 27; 1 to 12 incl. in Block 28; 1 to 20 incl. in Block 29; 1 to 20 incl. in Block 30; 1 to 12 incl. in Block 31; 1 to 10 incl. in Block 32; 1 to 10 incl. in Block 33; 1 to 12 incl. in Block 34; 1 to 20 incl. in Block 35; 1 to 20 incl. in Block 36; 1 to 12 incl. in Block 37; 1 to 10 incl. in Block 38; all in the city of Eudora, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Benj. O. Barty and Elizabeth Barty, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seised 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 One Thousand and no/100 DOLLARS,

according to the terms of one certain promissory note one day executed by said Benj. O. Barty and Elizabeth Barty, his wife, to the said party of the second part; said note being given for the sum of One Thousand and no/100 DOLLARS,

dated May 20, 1921, due and payable in Two year 1 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons as therein 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 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 One Thousand and no/100 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 part of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insure the same, 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part 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 part 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 instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said Benj. O. Barty and Elizabeth Barty, his wife, heirs and assigns.

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

Signed, sealed and delivered in presence of

Benj. O. Barty (SEAL)
Mrs. Benj. O. Barty (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 20 day of May A. D. 1921, before me, their undersigned, a Notary Public in and for said County and State, came Benj. O. Barty and Elizabeth Barty, his wife,

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 Feb. 18 1922, August H. Fickler Notary Public.

This instrument was filed for record on the 23 day of May A. D. 1921, at 9¹⁰ o'clock A.M.

Esther N. Nichols Register of Deeds.
By Ernest H. Hays Deputy.

Bureau keeps attached one note and one seal