

MORTGAGE RECORD-59.

This Indenture, Made this 1st day of May in the year of our Lord one thousand nine hundred and Twenty-one between Charles Lewis a single man of Douglas County, in the County of Douglas and State of Kansas, of the first part, and Frank L. Varnum of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Two Hundred and no.00 DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, have and sold, and by these presents do and grant, bargain, sell and mortgage to the said part 2 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: Beginning One Hundred and Eighteen (118) rods North of the South East corner of the North West Quarter (2) of Section Two (2) Township Twelve (12) Range Eighteen (18) Thence North Twenty-one (21) rods; North Thirteen (13) feet; thence West Fifty-four (54) rods; thence South Twenty-one (21) rods; North Thirteen (13) feet; thence East Twenty-four (24) rods to beginning, containing Sixty (60) acres more or less; also: Beginning at a point One thousand five hundred ninety-four (1594) feet north of the Southeast corner of the North West Quarter (2) of Section Two (2) Township Twelve (12) Range Eighteen (18); thence running North three hundred (300) feet; thence West seven hundred twenty-six (726) feet; thence South three hundred (300) feet; thence East seven hundred twenty-six (726) feet to the place of beginning, less the following lot, fifty (50) feet wide east and west ninety-six (96) feet long North and South in the Southwest corner of above described land (located & bearing reference in Deed Book 77, Page 445).

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Charles Lewis

do and hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indivisible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Two Hundred Dollars DOLLARS,

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

to the said part 2 of the second part; said note being given for the sum of Two Hundred and no.00 DOLLARS,

dated May 1, 1921 due and payable in two year 2 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of Eight 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 1 of the first part hereby agrees 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 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 1 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 2 of the second part, and all sums paid by the part 1 of the first part for insurance, shall be due and payable or not, at the option of the part 2 of the second part; and it shall be lawful for the part 2 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, appraisalment hereby waived or not, at the option of the part 2 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 part 2 making such sale, on demand, to the said Charles Lewis heirs and assigns.

In Testimony Whereof, The said part 1 of the first part has hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County,

Be it Remembered, That on this 25th day of June A. D. 1921, before me, F.B. Dodds a Notary Public in and for said County and State, came Charles Lewis

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

My Commission expires July 23rd 1925 F.B. Dodds Notary Public.

This instrument was filed for record on the 6th day of July A. D. 1921 at 4:00 o'clock P. M.

Estelle Northrup Register of Deeds.

By Deputy 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.
As witness my hand this 22nd day of May A. D. 1926
Attest: Frank L. Varnum Register of Deeds.

Recorded May 24 1921
F.B. Dodds