

MORTGAGE RECORD-59.

This Indenture, Made this First day of March in the year of our Lord one thousand nine hundred Twenty, between Marcus H. Krouse and Emma L. Krouse his wife of Overbrook in the County of Osage and State of Kansas, of the first part, and Samantha D. Supplee of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Thousand & 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 South half (1/2) of the Southwest quarter (1/4) of Section Twenty-six (26) Township Seventeen (17), Range Seventeen (17).

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 assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Six Thousand & 00/100 DOLLARS, according to the terms of the certain promissory note, this day executed by said Marcus H. Krouse and Emma L. Krouse to the said party of the second part; said note being given for the sum of Six Thousand & 00/100 DOLLARS,

dated March 1st, 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 360.00 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupon 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 mortgagee, in the sum of Eighteen hundred & 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 of the first part, and the expense of such taxes and accruing penalties, interest and costs, 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, 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, appraisal hereby waived or not, at the option of the party 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 over-plus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the said first parties their heirs and assigns.

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

Signed, sealed and delivered in presence of

Marcus H. Krouse (SEAL)

Emma L. Krouse (SEAL)

STATE OF KANSAS,

Osage County, ss.

Be it Remembered, That on this 1st day of March A. D. 1922, before me, J. A. Reeler, a Notary Public in and for said County and State, came Marcus H. Krouse and Emma L. Krouse, his wife,

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and we personally known to be the same person, who executed the within 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 12 1923

J. A. Reeler

Notary Public.

This instrument was filed for record on the 2 day of August A. D. 1921, at 2:25 o'clock P.M.

E. L. Mearns

Register of Deeds.

By Gene Flora Deputy.

For assignment see Book 62 Page 171