

## 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.

As witness my hand this 19th day of February, A.D. 1926

Attest:

Copy Seal

Recorded Feb. 19 " 1926  
Dora E. McElman  
Register of Deeds

This Indenture, Made this 13th day of August in the year of our Lord one thousand nine hundred and twenty one, between Otto A. Bidingger and Minfred E. Bidingger, his wife, Lawrence in the County of Douglas and State of Kansas, of the first part, and Chastinus National Bank of the second part:

Witnesseth, That the said part iss of the first part, in consideration of the sum of Ten hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he ss sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, its purpose 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 West Quarter (NW 1/4) Section Thirty three (33) Township Twelve (12) Range Eighteen (18).

with the appurtenances, and all the estate, title and interest of the said part iss of the first part therein. And the said parties of the first part do ss 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 defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Ten hundred DOLLARS, according to the terms of a certain promissory note ss this day executed by said parties of the first part to the said part of of the second part; said note being given for the sum of Ten hundred DOLLARS,

dated August 13, 1921, due and payable in five years ss from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of forty Dollars each thereon 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 of the first part hereby agree ss 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 Ten hundred 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 iss 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, its successors, 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 of the second part, its successors, 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 of of the second part, making such sale, on demand, to the said Otto A. Bidingger, his heirs and assigns.

In Testimony Whereof, The said part iss of the first part ha ve hereunto set their hands and seal ss the 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 13th day of August A. D. 1921, before me, A. F. Elmer a Notary Public in and for said County and State, came Otto A. Bidingger and Minfred E. Bidingger, his wife, to me personally known, to be the same persons ss 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 April 10 1923. A. F. Elmer Notary Public.

This instrument was filed for record on the 15 day of August A. D. 1921, at 2:10 o'clock P.M.

Estelle Northrup Register of Deeds.  
By ss Deputy.