

MORTGAGE RECORD—59.

This Indenture, Made this 20th day of September in the year of our Lord one thousand nine hundred & twenty one between William A. Kingie and Christina M. Kingie, his wife of Richeson in the County of Lea and State of Kansas, of the first part, and Chastain National Bank of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand 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 party of the second part, its successors 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 quarter (1/16th) of Section Six (6) Township Fourteen (14) Range Eighty-two (82)

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, and the lawful owners of the premises above granted and wared 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 Five Thousand Dollars, according to the terms of a certain promissory note, this day executed by said parties of the first part

to the said party of the second part; said note being given for the sum of Five Thousand Dollars,

dated September 20th 1921 due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of seventy 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 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 mortgage, in the sum of DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties 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 successors 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, this successors 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 party making such sale, on demand, to the said William A. Kingie, his heirs and assigns.

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

Signed, sealed and delivered in presence of

William A. Kingie (SEAL)
Christina M. Kingie (SEAL)

STATE OF KANSAS,

Rice County,

Be It Remembered, That on this 20th day of September A. D. 1921, before me, P. A. Newman, a Notary Public in and for said County and State, came William A. Kingie & Christina M. Kingie, his wife,

(25)

whose names are personally known to me to be the same persons who executed the foregoing instrument of writing, and who 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 13 1922. P. A. Newman Notary Public.

This instrument was filed for record on the 23 day of Sept A. D. 1921 at 9⁵⁵ A.M.
Estelle Moreland Recorder of Deeds.
By Ernest Flore Deputy.

The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby canceled. As witness my hand and seal this 20th day of September, A. D. 1922.

Chastain National Bank

(Seal)

Ernest Flore, Dep. Recorder of Deeds

Recorded April 1, 1923

Ernest Flore, Dep. Recorder of Deeds