

MORTGAGE RECORD—59.

The following is a true and correct copy of the original instrument released and filed for record in the office of the Register of Deeds, as witnessed by said this _____ day of _____, A. D. 1922.

Attest:
 My Commission expires _____ day of _____, A. D. 1922.

 Register of Deeds

Recorded
 August 1, 1922
 J. H. McElroy
 Register of Deeds

This Indenture, Made this 2nd day of February

year of our Lord one thousand nine hundred & twenty-two in the
Edward Deay and Bertha E. Deay his wife
 of Olman's Grove in the County of Douglas and State of Kansas, of the first part, and
National National Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred 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 the second part, its successors here 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 at a point 177¹⁰ North and 85' East of the South East corner of the South East Quarter of Sec. 2 Township 14, Range 19, the 275⁵¹ thence South 74⁵⁵ thence East 299⁴⁵ thence North 208⁴⁵ thence West 509.85 thence in a South west direction along center line of public road to place of beginning containing two acres more or less.

with the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 Six Hundred 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 Six Hundred DOLLARS,

dated February 2, 1922, 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 Twenty-one

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 mortgagee, in the sum of One Thousand 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 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, its successors 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 parties of the second part, its 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 parties of the second part making such sale, on demand, to the said parties of the first part, their 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

B. H. Tucker

Edward Deay (SEAL)

Bertha E. Deay (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 2nd day of February A. D. 1922, before me, A. F. Flinn a Notary Public in and for said County and State, came Edward Deay and Bertha E. Deay, his wife

to me 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 April 10th 1922.

A. F. Flinn

Notary Public.

This instrument was filed for record on the 5 day of Feb

A. D. 1922, at 4⁴³ o'clock P.M.

Esther Northrup

Register of Deeds.

By Ferns Buckner Deputy.