

MORTGAGE RECORD - 59.

RECORDED
APR. 19 1928
Jas. E. McMillan
Register of Deeds
A.D. 1928
May 23rd
Emma E. McMillan
County Clerk of Douglas Co., Mo.

This Indenture, Made this 25th day of February in the year of our Lord one thousand nine hundred and twenty two between Charles Christian, single, and Anna Christian his mother, a widow of Douglas in the County of Douglas and State of Kansas, of the first part, and W. D. Wells of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said part us 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: The South East Quarter (1/4) of Section Thirty-two (32) Township Thirteen (13) Range Eighteen (18) containing 160 acres more or less.

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said parties of the first part agree that at the delivery hereof physically 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 Five hundred DOLLARS, according to the terms of one certain promissory note... this day executed by said parties of the first part to the said part us of the second part; said note being given for the sum of Five Hundred DOLLARS,

dated February 25th 1922, due and payable in March 1st 1927 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons and no one 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 us 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 none 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 us of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insure the same 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 us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us 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, appraisement hereby waived or not, at the option of the part us of the second part, his executors, administrators or assigns, and out of all the money 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 us of the second part, first parties or their heirs and assigns.

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

Signed, sealed and delivered in presence of
Harold Hilkey Charles Christian (SEAL)
E. J. Hilkey Anna Christian (SEAL)
STATE OF KANSAS, } ss.
Douglas County, }

Be It Remembered, That on this 25th day of February A.D. 1922, before me, The Undersigned, a Notary Public in and for said County and State, came Charles Christian, single and Anna Christian his mother, a widow to me personally known to be the same person us 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 September 15th 1922 E. J. Hilkey Notary Public.
This instrument was filed for record on the 1st day of March A. D. 1922, at 2:20 o'clock P. M.
Estelle Northrup Deputy.