

## MORTGAGE RECORD-59.

This Indenture, Made this 18th day of May in the year of our Lord one thousand nine hundred and twenty two  
John D. Barton and Mary E. Barton, his wife,  
Lawrence in the County of Douglas and State of Kansas, of the first part, and  
Watkins National Bank of the second part;

Witnesseth, That the said part ies 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 re sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 East Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-five (35) Township Thirteen (13) Range Eighteen (18)

with the appurtenances, and all the estate, title and interest of the said part ies 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 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 a certain promissory note, this day executed by said parties of the first part to the said part y of the second part; said note being given for the sum of Five hundred DOLLARS,

dated May 18 1922, 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 five coupons of 17.50 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 part y 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 Five 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 ies 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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, appraisement hereby waived or not, at the option of the part y of the second part, its successors or assigns, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part y of the second part, on demand, to the said parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

C. H. Tucker

John D. Barton (SEAL)

Mary E. Barton (SEAL)

STATE OF KANSAS,

Douglas county, ss.

Be It Remembered, That on this 18th day of May A. D. 19 22 before me,

A. F. Flynn a Notary Public in and for said County and State, came

John D. Barton and Mary E. Barton his wife,

who are to me personally known, to be the same person and persons who executed the foregoing instrument of writing, and they 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. Flynn Notary Public.

This instrument was filed for record on the 18 day of May A. D. 19 22, at 4:00 o'clock P.M.

Gracie Northrup Duffee Deputy.

The following is enforced 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 May day of May A. D. 19 22  
Notary Public, C. H. Tucker  
Recorded May 18 1922  
Paul C. McVernon  
Register of Deeds