

## MORTGAGE RECORD—59.

This Indenture, Made this seventeenth day of May in the year of our Lord one thousand nine hundred and twenty two (1922) between Detroit L. Burton + Margaret Burton, his wife, of Lone Star in the County of Douglas and State of Kansas, of the first part, and Lone Star State Bank of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twelve hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have it sold, and by these presents do it grant, bargain, sell and mortgage to the said part 2d 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 East one half of the South West fractional quarter of Section No. Eighteen (18) in Township No. Fourteen (14) of Range No. Nineteen (19) containing 47.5 Acres more or less.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Detroit L. Burton + Margaret Burton do it 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 Twelve hundred DOLLARS, according to the terms of and certain promissory note this day executed by said

Detroit L. Burton + Margaret Burton to the said part 2d of the second part; said note being given for the sum of Twelve hundred DOLLARS,

dated May 17, 1922, due and payable in Five year 1 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$36.00 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 1st 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

Twelve 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 1st 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 1st of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 2d of the second part; and it shall be lawful for the part 2d 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 2d of the second part, its successors, administrators or assigns, 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 2d making such sale, on demand, to the said

Detroit L. Burton, his heirs and assigns. In Testimony Whereof, The said part 1st of the first part have their hand and seal this day and year last above written.

Signed, sealed and delivered in presence of

Detroit L. Burton (SEAL)

Margaret Burton (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 1 day of June A. D. 1922, before me,

A. H. Ulrich a Notary Public in and for said County and State, came

D. L. Burton + Margaret Burton, his wife

who is personally known to me to be the same person who executed the within instrument of writing, and fully 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 May 4 1923. A. H. Ulrich Notary Public.

This instrument was filed for record on the 3 day of June A. D. 1922, at 4:15 o'clock P.M.

Estlin Northrup Daffin Register of Deeds.  
By Ernest Buckner Deputy.

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 24 day of May A. D. 1927  
James B. Butler Lone Star State Bank  
Notary Public

This Indenture was written and signed by the parties thereto on the 17 day of May 1922, at Lone Star in the County of Douglas State of Kansas

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.

Recorded June 3 - 1922  
J. B. Butler