

MORTGAGE RECORD—59.

This Indenture, Made this

23

day of

Sept.

in the

year of our Lord one thousand nine hundred

twenty two (1922)

between

Thomas A. Gilbert & Jennie E. Gilbert 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

Two hundred fifty

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain, sell and mortgage to the said

part of the second part, its successors, 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 East seven (7) Acres of the North thirty-one (31) Acres of the South East quarter (1/4) of Section one (1) Township Fourteen (14) Range Eighteen (18) Also beginning at a point thirty one (31) rods South of the North East corner of the South East quarter (1/4) of Section one (1) Township (14) Range (18) West forty rods (40) South twelve (12) rods East forty (40) rods North twelve (12) rods to the beginning. All in Douglas County, Kans.

with the appurtenances, and all the estate, title and interest of the said part

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 Two hundred fifty

DOLLARS,

according to the terms of one certain promissory note, this day executed by said

parties of the first part.

to the said part of the second part; said note being given for the sum of Two hundred fifty

DOLLARS,

dated Sept. 23 - 1922, due and payable in two

year from date thereof,

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 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 mortgage may pay the taxes and accruing penalties, interests and costs, and insure the

same at the expense of the part 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part

of the second part; and it shall be lawful for the part of the second part, 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 of the second part,

executors, administrators 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 instru-

ment, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said

heirs and assigns.

In Testimony Whereof, The said part of the first part have hereunto set

hand and seal the day and year

last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 23 day of Sept.

A. D. 1922, before me,

(L.S.)

the undersigned

Thomas A. Gilbert & Jennie E. Gilbert his wife

who is 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 May 4, 1925

(M. N. Ulrich)

Notary Public.

This instrument was filed for record on the 28 day of Sept.

A. D. 1922, at 1:30 o'clock P.M.

Estelle Northrup Duffee

Register of Deeds.

By 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.

At witness my hand this

Sept. 23 day of Sept. A. D. 1922

Attest:

Lone Star State Bank

Lone Star, Texas.

Recorded Sept 9 1925

Doe E. McLean

Register of Deeds

Attest: M. N. Ulrich

Notary Public

March 21 1925

Recorded

Doe E. McLean