

MORTGAGE RECORD-59.

This Indenture, Made this 1st day of April

year of our Lord one thousand nine hundred Twenty-Two,
of John Gress and Emma Gress, his wife,
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Phillip Neuffer

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Thousand & No/100 (\$4,000.00)

to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part, The West Half (11 1/2) of the Southwest Quarter (S 11 1/2) of Section Twenty-Six (26), Township Twelve (12), Range Eighteen (18), and the Southeast Quarter (S 1/4) of Section Twenty-Seven (27), Township Twelve (12), Range Eighteen (18), containing 240 acres.

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 as 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 Four Thousand & No/100 (\$4,000.00)

according to the terms of certain promissory note this day executed by said John Gress and Emma Gress, his wife, to the said part y of the second part; said note, being given for the sum of Four Thousand & No/100 (\$4,000.00)

dated April 1, 1922, due and payable in four year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of 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 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 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, 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 y of the second part, his 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 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 y making such sale, on demand, to the said parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

W. Roy Martin John Gress (SEAL)
Emma Gress (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 9 day of Dec A. D. 1922, before me, L. B. Hooford, a Notary Public in and for said County and State, came

(L.S.) John Gress and Emma Gress
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 June 24 1926 L. B. Hooford Notary Public.

This instrument was filed for record on the 11th day of Dec A. D. 1922, at 11:35 o'clock P.M.

Estelle Northrup Neuffer Register of Deeds.
By E. B. Babbitt Deputy.

This note herein described is being recorded on the original instrument.
 Released and the lien hereby created is hereby
 A witness my hand this 16 day of February, A. D. 1923
Phillip Neuffer

Recorded Feb 16 1923
J. C. McManus