

MORTGAGE RECORD—59.

Reg Fee = 370

This Indenture, Made this 5th day of March in the year of our Lord one thousand nine hundred twenty three (1923), between Porter B. Bond & Maude Bond his wife of Douglas County, in the County of Douglas and State of Kansas, of the first part, and

Long Star State Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred fifty (\$2550.00) DOLLARS, to them lawfully paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain, sell and mortgage to the said party of the second part, their 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 West 78 acres of South west 1/4 of Sec 13/1 Township 13 Range 19

with the appurtenances, and all the estate, title and interest of the said parties 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 Twenty five hundred and fifty DOLLARS, according to the terms of 2 certain promissory notes, this day executed by said Parties of the first part

to the said party of the second part; said note being given for the sum of

Twenty five hundred & fifty DOLLARS,

dated Mar. 5, due and payable in Five coupons of 10 each, 10 years from date thereof,

Dollars each thereof 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

Five 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the party of the second part, their 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 party of the second part, making such sale, on demand, to the said Parties of the first part heirs and assigns.

In Testimony Whereof, The said parties 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

Porter B. Bond (SEAL)

Maude Bond (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 5th day of March A. D. 1923, before me, L. L. the undersigned, a Notary Public in and for said County and State, came P. B. Bond & Maude Bond his wife

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 May 4 1925 W. H. Albrecht Notary Public.

This instrument was filed for record on the 17 day of March A. D. 1923 at 2:00 o'clock P. M.

Lee E. Wellman Register of Deeds.

By _____ Deputy.

For Record See Book 77-Page 444

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The following is entered on the original instrument.
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded April 15 - 1924
Jan Bond