

MORTGAGE RECORD—59.

This Indenture, Made this twenty-fourth day of April in the year of our Lord one thousand nine hundred twenty-three, between J. O. Forejoy and L. C. Forejoy, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

The John F. Eubank Estate, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand six hundred and 20/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, their 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 Southeast quarter of Section twenty-three, (23) Township thirteen (13) Range nineteen (19) East of the sixth principal meridian, containing (160) acres more or less as shown by the United States government survey.

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

J. O. Forejoy and L. C. Forejoy do hereby covenant and agree that at the delivery hereof they are 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 One thousand six hundred and 20/100 DOLLARS,

according to the terms of one certain promissory note this day executed by said J. O. Forejoy and L. C. Forejoy subject to a first mortgage on the same land for 1100.00 in favor of Merchants Trust and Savings Company to the said part of the second part; said note being given for the sum of One thousand six hundred and 20/100 Dollars; subject as above stated

dated April 24th, 1923, due and payable in one 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties 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, appraisement hereby waived or not, at the option of the parties 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 parties making such sale, on demand, to the said parties of the first part, their 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

STATE OF KANSAS,

Douglas County, ss.

L. S.

Be it Remembered, That on this 24th day of April, A. D. 1923, before me,

J. O. Forejoy and his wife L. C. Forejoy, a Notary Public in and for said County and State, came

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 January 13, 1924

This instrument was filed for record on the 25th day of April, A. D. 1923, at 2:35 o'clock A. M.

John B. Emick Notary Public.

Isa C. Wellman Register of Deeds.

By _____ Deputy.

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

Recorded April 17 - 1923
Isa C. Wellman
Register of Deeds