

## MORTGAGE RECORD—59.

 Fee \$10  
 Fee Paid \$8.25

This Indenture, Made this Sixth day of August in the year of our Lord one thousand nine hundred twenty-three, between John Gress and Emma Gress, his wife of Lebanon, in the County of Douglas and State of Kansas, of the first part, and

Watkins National Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-five Hundred 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 party of the second part, its 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 Southwest Quarter of Section 28, Township 12, Range 18, less the North twenty-four (24) acres of the East eighty (80) acres of the Southwest Quarter of Section 28, Township 12, Range 18, and the South twenty-four (24) acres of the West eighty (80) acres of the South East Quarter of Section 28, Township 12, Range 18, and the Northeast Quarter of Section 33, Township 12, Range 18.

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

John Gress and Emma Gress 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 Thirty-five Hundred DOLLARS, according to the terms of certain promissory note this day executed by said

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

dated August 6, 1923, due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of 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

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 first part; and it shall be lawful for the party of the second part, its 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, its 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 first part making such sale, on demand, to the said John and Emma Gress heirs and assigns.

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

Signed, sealed and delivered in presence of

John Gress (SEAL)  
Emma Gress (SEAL)

STATE OF KANSAS,

Douglas County,

Do it Remembered, That on this 6th day of August A. D. 1923, before me, D. C. Asher, Notary Public in and for said County and State, came John Gress and Emma Gress, his wife who personally known to me and 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 Mar. 20 24 D. C. Asher Notary Public.

This instrument was filed for record on the 6th day of August A. D. 1923, at 5<sup>00</sup> o'clock P. M.

D. C. Hillman Register of Deeds.  
 By Deputy.

ATTEST:  
Harold A. Beck  
 Register of Deeds

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 5th day of October, 1923, and that the same is duly recorded in Journal Book 138-2.

John Callahan  
 Clerk District Court