

MORTGAGE RECORD-59.

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 is hereby released.
As witness my hand this 19th day of September, A.D. 1924
Notary Public for Douglas County, Kansas
L. S. Stevenson
Sept 22 1924
L. S. Stevenson
Register of Deeds

This Indenture, Made this 12th day of August in the year of our Lord one thousand nine hundred twenty-four (1924),
Jane Fitzpatrick, a widow,
of Reymouth, in the County of Douglas and State of Kansas, of the first part, and
the National Reserve Life Insurance Company
of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Ten Thousand and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do, sell, 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 (4) of Section Sixteen (16) and the South One Hundred Fifty seven and one half acres of the southeast quarter (4) of Section Seventeen (17), all in Township Twelve (12) Range Eighteen (18) and five acres in the southeast quarter (4) of Section Sixteen (16) Township Twelve (12) Range Eighteen (18) in all containing 3.22 1/2 acres in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jane Fitzpatrick do, as hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 Ten Thousand and no/100 DOLLARS,

according to the terms of one certain promissory note, this day executed by said Jane Fitzpatrick to the said party of the second part; said note being given for the sum of Ten Thousand and no/100 DOLLARS,

dated August 1 - 1924, due and payable in three \$300.00 coupons of years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$300.00 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 party 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 mortgagee, in the sum of Six Hundred and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee 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, 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, appraisement 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 second part, its executors, administrators or assigns, on demand, to the said party of the first part, its heirs and assigns.

In Testimony Whereof, The said party of the first part have hereunto set her hand and seal the day and year last above written.
Signed, sealed and delivered in presence of

Jane Fitzpatrick (SEAL)

STATE OF KANSAS, Douglas County, ss.

Be it Remembered, that on this 29 day of July A. D. 1924 before me, L. S. Stevenson, a Notary Public in and for said County and State, came Jane Fitzpatrick, as widow.

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 Oct. 18 - 1924 L. S. Stevenson Notary Public.

This instrument was filed for record on the 31st day of July A. D. 1924, at 4:10 o'clock P. M. L. S. Stevenson Register of Deeds.

By Deputy.