

MORTGAGE RECORD—59.

This Indenture, Made this 12th day of August

year of our Lord one thousand nine hundred twenty-four (1924) in the
 of Jane Fitzpatrick, a widow, between
 of Scottsbluff 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 part 1 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 grant, bargain, sell and mortgage to the said
 part 2 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 south east quarter (4) of Section Seventeen (17) all
in Township Twelve (12) Range Eighteen (18) in all con-
taining 317 1/2 acres in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said

Jane Fitzpatrick do hereby covenant and
 agree that at the delivery hereof she 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 part 2 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 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 part 1 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 ten thousand and no/100 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 1 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 1 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not, at the option of the part 2

of the second part; and it shall be lawful for the part 2 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 part 2 of the second part,

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 instru-

ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part 2 making such sale, on demand, to the said

heirs and assigns.

In Testimony Whereof, The said part 1 of the first part has set hereunto her hand and seal the day and year

last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS, }
Douglas County, } ss.

Be It Remembered, That on this 22 day of Sept A. D. 1924 before me,

the undersigned,
Jane Fitzpatrick, a widow 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 April 23rd 1925 Walter G. Thiele Notary Public.

This instrument was filed for record on the 22 day of Sept A. D. 1924 at 10⁰⁰ o'clock P. M.

Ed. E. Wellman Register of Deeds.

By Ed. E. Wellman Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is released and the law thereby created is discharged.

As witness my hand this 16 day of May A. D. 1922

The National Reserve Life Insurance Co.
By J. H. Douglas, Secretary

Recorded May 17 1922

Charles E. Campbell
Register of Deeds