

## MORTGAGE RECORD—59.

This Indenture, Made this 14th day of March, in the year of our Lord one thousand nine hundred twenty five between R. E. Titcher and Nelle M. Titcher, his wife of Douglas, in the County of Douglas and State of Kansas, of the first part, and The Kansas State Bank, Overbrook, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand 400/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and mortgage to the said parties of the second part, its successors 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 (1/4) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Fifteen (15) Range Seventeen (17), East of the 1st C. M.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said R. E. Titcher and Nelle M. Titcher do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted and seized of a good and inalienable estate of inheritance therein, free and clear of all encumbrances, 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 Two Thousand 400/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said R. E. Titcher and Nelle M. Titcher,

to the said parties of the second part; said note being given for the sum of Two Thousand 400/100 DOLLARS, dated March 14th 1925, due and payable in five year st from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of 120.00

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 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 mortgagee, in the sum of --- 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 parties of the first part, and the expense of such taxes and accruing penalties, interests and costs, 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, its successors 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, its successors 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 R. E. Titcher or his heirs and assigns.

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

Signed, sealed and delivered in presence of

R. E. Titcher (SEAL)  
Nelle M. Titcher (SEAL)

STATE OF KANSAS,

Osage County, ss.

Be it Remembered, That on this 14th day of March, A. D. 1925, before me, Edw. H. Platt, a Notary Public in and for said County and State, came R. E. Titcher and Nelle M. Titcher 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 8th 1927 Edw. H. Platt Notary Public.  
This instrument was filed for record on the 19 day of March, A. D. 1925 at 11 o'clock A.M.  
Isa E. Wellman Register of Deeds.  
By --- Deputy.

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 extinguished.

Attest:

Recorded Sept. 14 1927  
Isa E. Wellman  
Register of Deeds

Corp Seal

Reg. 7u  
No. 176  
5-13  
Sept. 14, 1927  
Kansas State Bank Overbrook, Kansas  
A. M. Platt Vice President

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 extinguished.