

MORTGAGE RECORD - 59.

Reg. No. 1012
Fee Paid 3.00

This Indenture, Made this 19 day of August in the year of our Lord one thousand nine hundred twenty five between John W. Stull and Mary A. Stull, his wife of Kawwaka Township, in the County of Douglas and State of Kansas, of the first part, and

John Hermann of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his 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 North Thirty (30) acres of the East Half (1/2) of the Northeast Quarter (1/4) Section Thirty One (31) Township Twelve (12) Range Eighteen (18) The South Fifty (50) acres of the East Half (1/2) of the Northeast Quarter (1/4) Section Thirty One (31) Township Twelve (12) Range Eighteen (18) The above fifty acres subject to a first mortgage of one thousand dollars held by the Davis Wellcome Company to relate with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part, do hereby covenant and agree that at the delivery hereof they, the lawful owners of the premises above granted and seized of a good and inalienable estate of inheritance, 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 Twelve Hundred and Fifty DOLLARS, according to the terms of one certain promissory note, this day executed by said party of the first part

to the said party of the second part; said note being given for the sum of Twelve Hundred and Fifty DOLLARS, dated August 19, 1925, due and payable in five \$37.50 year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$37.50 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 Fifteen hundred 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, his 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, his 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 cost and charges of making such sale, and the over-plus, if any there be, shall be paid by the party of the second part, 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 John W. Stull (SEAL) Mary A. Stull (SEAL)

STATE OF KANSAS, Douglas County, ss. Be it Remembered, That on this 19 day of August A. D. 1925, before me, Dick Williams Notary Public in and for said County and State, came John W. Stull and Mary A. Stull his wife who are to me within such person 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 18, 1929. Dick Williams Notary Public. This instrument was filed for record on the 19 day of Aug A. D. 1925, at 3:15 o'clock P. M. L. S. E. Wellman Register of Deeds. Deputy.

in the first part, and read. DOLLARS, to the said party of the second part, described as follows: (19) ... recorded July 3, 1926. Ellen Fitzgerald, Reg. of Deeds. A. D. 1925, day of July. E. J. Woodward, Reg. of Deeds. 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 discharged. As witness my hand this 3rd day of July, 1926. E. J. Woodward, Reg. of Deeds. In Argument by David W. Page 312 For Opponent See Book 74, Page 270