

MORTGAGE RECORD-59.

Reg. No. 1503
Fee Paid 7.50

This Indenture, Made this first day of March in the year of our Lord one thousand nine hundred and twenty, between J. E. Howard and Lona Mac Howard, his wife. of Lawrence, P.O. in the County of Douglas and State of Kansas, of the first part, and Charles W. Wells of the second part:

Witnesseth, That the said party ies of the first part, in consideration of the sum of Three Thousand 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 y 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 East Forty (40) Acres of the North West Quarter (1/4) of Section Forty Two (32) Township Thirteen (13) Range Twenty (20) East of the Sixth Principal Meridian.

with the appurtenances, and all the estate, title and interest of the said part ies 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 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 Three Thousand DOLLARS, according to the terms of one certain promissory note this day executed by said parties of the first part.

to the said part y of the second part; said note being given for the sum of Three Thousand DOLLARS, dated March 1st 1920 due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of Ninety 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 ies 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 part ies 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and he shall be lawful for the part y 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, appraisalment hereby waived or not, at the option of the part y 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 costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part y making such sale, on demand, to the said first parties, or their heirs and assigns.

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

Signal, sealed and delivered in presence of

J. E. Howard (SEAL)
Lona Mac Howard (SEAL)

STATE OF KANSAS,
Douglas County,

Be it Remembered, That on this 6th day of August A. D. 1920, before me, the undersigned a Notary Public in and for said County and State, came J. E. Howard and Lona Mac Howard, his wife to me personally known to be the same persons 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 September 15th 1922 E. J. Wilkey Notary Public.
This instrument was filed for record on the 27th day of Feb. A. D. 1924 at 3:51 o'clock P. M.
Edw. E. Wellman Register of Deeds.
By _____ Deputy.