

MORTGAGE RECORD—59.

Reg. No. 1567

Fee Paid 6.35

This Indenture, Made this 1st day of March

year of our Lord one thousand nine hundred, twenty six,
Kittie Holsapple, a widow, Frank Holsapple, a single man, Mary Ray and W.D. Ray, her husband
 of Sevier, in the County of Douglas and State of Kansas, of the first part, and
Elizabeth Barry
 of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred 00/100 DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, have granted, sold, and by these presents do grant, bargain, sell and mortgage to the said
 party of the second part, her 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 west-half of the north west quarter of
section twenty one (21) Township fourteen (14) Range
eighteen (18).

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

Grantors do hereby covenant and agree that at the delivery hereof they are 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 Twenty five hundred 00/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said Kittie Holsapple, Frank Holsapple, Mary Ray and W.D. Ray to the said parties of the second part; said note being given for the sum of

Twenty five hundred 00/100 DOLLARS,
 dated March 1st, 1926, due and payable in five years from date thereof,
 with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of \$150.00

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 no 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, 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 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 first part; and it shall be lawful for the parties of the second part, her 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 parties of the second part, her 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 parties of the first part, making such sale, on demand, to the said parties of the second part, her heirs and assigns.

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

Signed, sealed and delivered in presence of

Chas. E. Lawrence

Kittie Holsapple (SEAL)

Notary Public

Frank Holsapple (SEAL)

STATE OF KANSAS,

Mary C. Ray
W.D. Ray

Sevier County,

Be It Remembered, That on this 1st day of March A. D. 1926 before me,
J. A. Cordts, a Notary Public in and for said County and State, came
L. S. Kittie Holsapple, a widow, Frank Holsapple, a single
man

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 Nov 24th 1929 J. A. Cordts Notary Public.

This instrument was filed for record on the 15 day of March A. D. 1926, at 8 30 o'clock P. M.
J. A. Cordts
 Register of Deeds.
 By Isa E. Wellman Deputy.

State of Indiana, Lake County S.S.

Be it remembered, That on this 12 day of March A. D. 1926, before me Chas. E. Lawrence, a Notary Public in and for said County and State, came W. D. Ray and his wife Mary C. Ray 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. L. S.
Chas. E. Lawrence
 Notary Public.
 My commission expires Dec 3, 1927

The following is endorsed on original instrument:

I acknowledge payment in full of the within mortgage and hereby authorize the Register of Deeds to enter this discharge of record.

Dated this 15th day of June 1926

Elizabeth Barry

1926

July 17

Presented

Elmer A. Lawrence

Notary Public