

MORTGAGE RECORD—59.

Reg. No. 1991
Fee Paid 5.00 V

This Indenture, Made this 10th day of August in the year of our Lord one thousand nine hundred twenty six, between Fred M. Springer and Julia R. Springer, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Lester Stillinger

Witnesseth, That the said part ace of the first part, in consideration of the sum of Two Thousand & no/100 (\$2000.00) 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 part 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 West 300 feet of the south, 5 feet of the following described tract: Beginning twenty eight rods and one-ninth south of the northeast corner of the northeast quarter (75 1/4) of section 6, Township 13, Range 20, thence south 41 7/8 feet thence East thirty eight rods, thence north 41 7/8 feet thence West 38 rods to beginning, containing 34 1/2 acres

with the appurtenances, and all the estate, title and interest of the said parties of the first part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof the parties of the first part are 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 they will warrant and defend the same against all claims ~~incumbrances~~. This grant is intended as a Mortgage to secure the payment of the sum of Two thousand & no/100 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~~.....

_____ , due and payable in _____ from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and _____ of _____.

~~And the cash thereon to be made.~~ And this conveyance shall be void if such payment be made as in said note and coupon thereto attached, and as hereinafter specified. And the said part _____ of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the same insured in favor of said mortgagee in the sum of _____ DOLLARS, in some currency satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and recording penalties, interest and costs, and thereon the sum of the expense of the post _____ of the first part, and the expense of such taxes and recording penalties, interest and costs and insurance, shall form the payment thereof, and to issue an additional lien under this mortgage upon the above described premises, and shall add 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, of all taxes and recording penalties, interest and costs and the recording expense on which may have been paid by the part _____ of the said part, and all costs paid by the part _____ of the said part for insurance, shall be due and payable as a total liquidation of the part _____.

of the said part; and it shall be lawful for the part G of the second part, Lia, executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, ~~or as may be required by law,~~ at the option of the part G of the second part, for principal and interest ~~and out of all the moneys arising from such sale to retain the amount then due to the said first part, and the balance of the proceeds of the same to pay to the said second part.~~ together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part G making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said part ies of the first part ha ve herunto set their hand and seal ed the day and year last above written.

STATE OF KANSAS.

Longlac County, } 33.

Be It Remembered, That on this 10th day of August A. D. 1926 before me,

The undersigned _____, a Notary Public in and for said County and State, came
Fred M. Springer and Julia Springer, his
wife

L. D.

to me personally known to be the same person, S, 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 Dec 29 1928 Bernice C. Jones
Notary Public.

This instrument was filed for record on the 10 day of August A. D. 1926 at 3⁴⁵ o'clock P. M.

J. E. Wellman

By Ruth Wellman Deputy.

The following is enclosed on the national instrument:
The note herein described having been paid in full, this instrument is hereby
released and the holder hereby unconditionally discharged.

As witness my hand this 21st day of March A.D. 1929

Arthur J.C. Whipple Leuter Stillema

Recorded March 22 1929

Clive & Company

Register of Needs

by Ellen Hazard D. sp.