

Rev. No. 2454
Fee Paid 1.30

MORTGAGE RECORD-59.

In Release see Book 85-Page 107

In Release see Book 17-Page 303

The following is endorsed on the original instrument:
The note herein described herein has been paid in full. This mortgage is hereby released and the lien thereby created is extinguished.
As witness my hand this 4th day of August, 1927.
George W. Wallace

This Release was written by the original Mortgagor and appeared on the day of August 1927.
George W. Wallace
Reg. of Deeds
Franklin S. Ketchum

This Indenture, Made this 1st day of March in the year of our Lord one thousand nine hundred twenty seven between Alvin A. Powell and Rose Powell, husband and wife of Overbrook in the County of Craig and State of Kansas, of the first part, and George D. Byerly of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Fifty two hundred 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in as sold, and by these presents do grant, bargain, sell and mortgage to the said part ies of the second part, 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 South East quarter, Section seven (7), Township fifteen (15) Range Eighteen (18)

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Alvin A. Powell and Rose Powell do es hereby covenant and agree that at the delivery hereof they 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 whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Fifty two hundred 00/100 DOLLARS, according to the terms of an certain promissory note this day executed by said Alvin A. Powell and Rose Powell

to the said part ies of the second part; said note being given for the sum of Fifty two hundred 00/100 DOLLARS, dated March 1st 1927, due and payable in ten year as from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 286.00 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 part ies of the first part hereby agree as 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 The invariable value thereof 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 ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies 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 part ies 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 ies making such sale, on demand, to the said Alvin Powell, heirs and assigns.

In Testimony Whereof, The said part ies of the first part ha ve hereunto set their hand and seal the day and year last above written.
Signed, sealed and delivered in presence of
Alvin A. Powell (SEAL)
Rose Powell (SEAL)

STATE OF KANSAS,
Craig County, } ss.

Be it Remembered, That on this 1st day of March A. D. 1927, before me, J. A. Cordts a Notary Public in and for said County and State, name Alvin A. Powell and Rose Powell, husband and wife

L. S. to me personally known to be the same person as 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 5 day of March A. D. 1927, at 9:20 o'clock A. M.
Geo. W. Wallace Register of Deeds.

By _____ Deputy.