

MORTGAGE RECORD—59.

This Indenture, Made this 25th day of March in the year of our Lord one thousand nine hundred Twenty-seven, between F. W. Bertschinger and Sarah J. Bertschinger, his wife, of Leecompton, in the County of Douglas, and State of Kansas, of the first part, and J. H. Johnson, of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Seven Hundred & no/100 — (\$700.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said part ies 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: lots numbered four (4) to thirty-one inclusive and the North half (1/2) of lots numbered three (3) and thirty-two (32) all in Block fifteen (16) and lots numbered four (4) to thirty-one (31) inclusive in Block Seventeen (17) all in the City of Leecompton, also the East three (3) acres of the North line (9) acres of the South 2 1/2 acres of the West 3 1/2 acres of the South East Quarter (SE 1/4) of Section 34 Township 11 Range 16 all in Douglas County, Kansas

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 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 Seven Hundred Dollars — (\$700.00) DOLLARS, according to the terms of one certain promissory note this day executed by said parties of the first part to the said part ies of the second part; said note being given for the sum of Seven Hundred & no/100 — (\$700.00) DOLLARS,

dated March 25, 1927, due and payable in five year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$21.00 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 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 mortgage, in the sum of Seven Hundred & no/100 — (\$700.00) DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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, two 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 heirs and assigns.

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

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 4 day of April A. D. 1927, before me, the undersigned, a Notary Public in and for said County and State, came F. W. Bertschinger and Sarah J. Bertschinger, his wife, who are, personally known to be the same person, and 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 Jan. 8th 1930. J. W. Kreider Notary Public.
This instrument was filed for record on the 11 day of April A. D. 1927, at 4 o'clock P. M.
Isa C. Wellman Register of Deeds.
By _____ Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby

As witness my hand this 30th day of April A. D. 1927
J. H. Johnson

Recorded May 14, 1927

Isa C. Wellman
Register of Deeds

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby

Bundled July 25-1934