

MORTGAGE RECORD-59.

 Pay \$1635
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This Indenture, Made this seventeenth day of May in the year of our Lord one thousand nine hundred 1927, between Detroit L. Burton & Margaret Burton, husband & wife of Lawe Star, Kans. in the County of Douglas and State of Kansas, of the first part, and

Lawe Star State Bank. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve hundred and no.00 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part, its 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 and Half of the South west Fractional Quarter of section No. Eighteen (18) Township No. Fourteen (14) Range No. Nineteen (19) containing Seventy Seven & Eighty Two Hundredths Acres more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Detroit L. Burton & Margaret Burton do so hereby covenant and agree that at the delivery hereof they 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 whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred DOLLARS, according to the terms of one certain promissory note on this day executed by said

Detroit L. Burton & Margaret Burton, husband & wife to the said party of the second part; said note being given for the sum of

Twelve Hundred and no.00 DOLLARS, dated May 17-1927 due and payable in Five year s from date thereof, with interest thereof from the date thereof until paid according to the terms of said note and 10 coupons of \$26.00 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 _____ 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 y 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 party of the second part, its 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 party of the second part, its 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 Detroit L. Burton heirs and assigns.

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

Signed, sealed and delivered in presence of
D. F. Smith
C. Clerk. Dist. Court.
 STATE OF KANSAS, May 21-27.
Douglas County, 11.

Be it Remembered, That on this 21 day of May A. D. 1927, before me, Clerk Dist. Court a Notary Public in and for said County and State, came Detroit L. Burton & Margaret Burton husband & wife who are to me personally known to be the same person 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 _____ 19 _____
D. F. Smith
Clerk Dist. Court Notary Public.

This instrument was filed for record on the 25 day of May A. D. 1927 at 2 o'clock P. M.
Edw. E. Wellman
 Register of Deeds.
 Deputy.

The following is enforced on the original instrument.

The note herein described, having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 20 day of July A. D. 1934

Lawe Star State Bank
Attest
Raymond

Bonded July 25-1934

Edw. E. Wellman

Register of Deeds