

Ex. No. 3206
Fee Paid \$7.50

MORTGAGE RECORD-59.

The following is endorsed on the original instrument.

Recorded Sept 27 1928
Geo E. Wellman

\$3000 on the following is endorsed on original instrument
State, Kans, Sept 27, 1928
Received of Lawrence P. Stroda and Etta P. Stroda, his wife
the sum of Three Thousand and no/100 Dollars, in full
satisfaction of the within Mortgage.
W. J. Rumold

This Indenture, Made this 25th day of January in the year of our Lord one thousand nine hundred twenty eight between Lawrence P. Stroda and Etta P. Stroda, his wife in the County of Douglas and State of Kansas, of the first part, and W. J. Rumold of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three Thousand + no/100 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 2nd 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 North-west Quarter (N.W. 1/4) of Section Twenty (20) and six (6) Acres in the South-west corner, being South of the center of Wakarusa Creek in the West half of the North-east Quarter of Section Seventeen (17) and the South-west Quarter of Section Seventeen (17) less two acres on the South-west corner thereof and less the North-east Quarter of the West half of said Southwest Quarter being a tract 266 feet deep across the North end of said Southwest Quarter of Section Seventeen (17) and all that part of the East half of the Northwest Quarter of Section Seventeen (17) lying South and East of the 6th P.M. containing 9.18 Acres all in Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M. containing 9.18 Acres more or less.

Lawrence P. Stroda and Etta P. Stroda 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 Three Thousand + no/100 DOLLARS, according to the terms of their certain promissory note, this day executed by said Lawrence P. Stroda and Etta P. Stroda

to the said part 2nd of the second part; said note being given for the sum of Three Thousand + no/100 DOLLARS, dated January 25th, 1928, due and payable in September 1st, 1928 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of 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 1st 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 Three thousand + no/100 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 part 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd 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 provided by law, appraisement hereby waived or not, at the option of the part 2nd 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 2nd of the second part, making such sale, on demand, to the said Lawrence P. Stroda and Etta P. Stroda, his heirs and assigns.

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

Signed, sealed and delivered in presence of Lawrence P. Stroda (SEAL) Etta P. Stroda (SEAL)

STATE OF KANSAS, Douglas County, ss.

Be it Remembered, That on this 20 day of February A. D. 1928, before me, the undersigned Lawrence P. Stroda and Etta P. Stroda, his wife

to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission expires May 21 1931 E. F. Huddleston Notary Public.

This instrument was filed for record on the 20 day of Feb. A. D. 1928, at 1:20 o'clock P. M. Isa E. Wellman Register of Deeds. Deputy.