

This Indenture, Made this 21 day of Feb

year of our Lord one thousand nine hundred. Twenty-eight, between
W. C. Pence and Gladys A. Pence.
of Osage City Mo., in the County of _____ and State of Kansas, of the first part, and
Farmers State Bank, Osage City, Ke.

Witnesseth, That the said part two of the first part, in consideration of the sum of Three Thousand and no - 100 - DOLLARS, to them the said duly paid, the receipt of which is hereby acknowledged, have the said sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, their 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:

All of Lots six and eight Block 2 Haskell
Addition to Lawrence - do -

with the appurtenances, and all the estate, title and interest of the said parties... of the first part therein. And the said
W. E. Gence and Gladys A. Gence do hereby covenant and
 agree that at the delivery hereof the said lawful owners do hereby make grant and convey of a good and indefeasible estate of inheritance therein, free and clear of
~~all debt certain first mortgage now on record~~
 all incumbrance, 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 DOLLARS,
 according to the terms of certain promissory note... this day executed by said
W. E. Gence -

of the said part _____ of the second part; said note being given for the sum of _____ DOLLARS,
Three Thousand
 dated this *21* *Feb.* *1928* _____, due and payable in *Three Months* _____ year _____ 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 coupon thereto attached, and as hereinafter specified. And the
 said part _____ 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 _____ 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 _____ 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 then remaining unpaid or which may have
 been paid by the part _____ of the second part, and all sums paid by the part _____ of the second part for insurance, shall be due and payable or not, at the option of the part _____
 of the second part; and it shall be lawful for the part _____ of the second part, *their* _____ 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 _____ of the second part, *their* _____
 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 instru-
 ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part _____ making such sale, on demand, to the said
 _____ heirs and assigns, *by* _____

In Testimony Whereof, The said party is of the first part ha. we herunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

W. E. Pence - (SEAL)
Gladys A. Pence - (SEAL)

COURT OF STATE OF KANSAS.

Be it Remembered, That on this, 21 day of Feb. A. D. 1928, before me,

the undersigned W.E. Pence & Gladys A. Pence, a Notary Public in and for

to me personally known to be the same person who executed the foregoing instrument of writing, and ^{such person} duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto ^{set} ~~subscribed~~ ^{hand} ~~my name~~ and affixed my official seal on the day and year last above written.

My Commission expires Feb-1- 19 30 Notary Public.

This instrument was filed for record on the 23 day of Feb- A. D. 1928, at 9 o'clock P.M.

Isa E. Wellman
Register of Deeds.

By _____ Deputy.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas do hereby certify that the foregoing is a true and correct copy of the record as made by me in the District Court, on the 15 day next to 1888, and that the same is duly filed in Journal 929 page 540
any of 1891
Witness my hand this 4 day of June 1891
John Callahan
Clerk District Court

ATTEST:
W. Edward A. Dech
 Register of Deeds

4 day of Feb 1941
15 day out
in Journal
1938
main facts

in the
between
wife
of the first part, and

DOLLARS,
mortgage to the said
Kansas, described as
and six (6)
Oakarsusa
seventeen
two
t. Acres of
land all that
ing south and
fifteen. (P)

whereby covenant and
warranty, free and clear of
the payment of the
DOLLARS,

DOLLARS,
from date thereof,

specified. And the
and to keep the said
DOLLARS,
costs, and insure the
the payment thereof,
that if default be made
evance shall become
or which may have
on of the part y
to sell the premises
----- his -----
provisions of this instru-
demandant, to the said

the day and year
da (SEAL)
----- (SEAL) -----

A.D. 1928, before me,
ntly and State, I am
this wife
I person
acknowledged the
written.
Notary Public.

Register of Deeds. Deputy.
