

Doc. No. 3259  
Payable \$750

MORTGAGE RECORD-59.

This Indenture, Made this 29 day of February in the year of our Lord one thousand nine hundred and twenty eight between J. F. Connole and Sue Connole, his wife of the second part, and Pearl Mande Richardson and Roy Richardson of the first part, and

Witnesseth, That the said part ies of the first part, in consideration of the sum of Three Thousand 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 ies 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:

The West one half (1/2) of the North West quarter (1/4) of section one (1) Township Thirteen (13) Range 17 (17)  
Also the West one half (1/2) of the West one half (1/2) of the South West Quarter (1/4) of Section one (1) Township thirteen (13) Range Seventeen (17) containing one hundred and twenty acres (120) more or less.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said J. F. Connole and Sue Connole do hereby covenant and agree that at the delivery hereof they 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 Dollars DOLLARS, according to the terms of one certain promissory note this day executed by said J. F. Connole and Sue Connole

to the said part ies of the second part; said note being given for the sum of Three Thousand Dollars DOLLARS, dated February 29th, 1928, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 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 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 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 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, 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 ies of the second part, ies 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 parties of the second part their 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.

Signed, sealed and delivered in presence of  
J. F. Connole (SEAL)  
Sue Connole (SEAL)

STATE OF KANSAS,  
Douglas County, ss.

Be it Remembered, That on this 29 day of Feb. A. D. 1928 before me, the undersigned, a Notary Public in and for said County and State, came J. F. Connole and Sue Connole his wife

L.S.

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 July 5 1929 C. C. Stewart Notary Public.  
This instrument was filed for record on the 5 day of March A. D. 1928, at 4<sup>50</sup> o'clock P. M.

Isa E. Wellman  
Register of Deeds.  
By                      Deputy.