

MORTGAGE RECORD—59.

 Reg. No. 3262
 Fee Paid 3.75

This Indenture, Made this Fifth day of March, 1928, in the year of our Lord one thousand nine hundred and Twenty Eight (1928), between Porter C. Bond and Maud Bond, husband and wife of Lone Star in the County of Douglas and State of Kansas, of the first part, and Lone Star State Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents does grant, bargain, sell and mortgage to the said parties 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 Seventy Eight (78) acres of
The Parcel West 1/4 of Section (31)
Township (13) Range (19)

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said:

Parties of the first part does 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 made as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars (1500.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said

Parties of the first part to the said parties of the second part; said note being given for the sum of Fifteen Hundred (\$1500.00) DOLLARS, dated March 5, due and payable in five year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 45.00 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 mortgage, in the sum of _____ 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 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 liab 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties 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 parties 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 instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part. In Testimony Whereof, the said parties of the first part have hereunto set their hand and seal of the day and year last above written.

Signed, sealed and delivered in presence of

Porter C. Bond (SEAL)
Maud Bond (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this March day of March, A. D. 1928, before me, The undersigned Porter C. Bond and Maud Bond, his 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 hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires May 9- 1931

L. B. Bethel

Notary Public.

This instrument was filed for record on the 6 day of March

A. D. 1928, at 3:20 o'clock P.M.

Isa E. Wellman

Register of Deeds.

By ✓ Deputy.

The following is endorsed on the original instrument.

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

As witness my hand this 23 day of March A. D. 1928
Lone Star State Bank
Alma C. Bond

This Release was written by the original mortgagee entered this 23 day of March 1928

Alma C. Bond
 Reg. of Deeds.
Isa E. Wellman
 Deputy