

MORTGAGE RECORD-59.

Reg. No. 3251
For File 796

This Indenture, Made this 1st day of March.

year of our Lord one thousand nine hundred Twenty-eight
 George F. Fawl, a single man
 of Overbrook in the County of Osage and State of Kansas, of the first part, and
 John P. Simon of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of
 Twenty-eight Hundred \$2,800.00
 to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain, sell and mortgage to the said
 part of the second part, 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 Half of the South-east Quarter of
 Section Thirty (30) Township Fourteen (14)
 Range Eighteen (18) East of the 6th P.M.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
 George F. Fawl, do hereby covenant and
 agree that the delivery hereof is 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 he 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 Twenty-eight Hundred \$2,800.00
 according to the terms of a promissory note this day executed by said
 George F. Fawl.

to the said part of the second part; said note being given for the sum of
 Twenty-eight Hundred \$2,800.00 -
 dated March 1st 1928, due and payable in Five - years from date thereof,
 with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 77.00

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 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 none
 in some insurance company satisfactory to said mortgage, 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 burden 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 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, 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,
 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
 George F. Fawl, heirs and assigns.

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

Signed, sealed and delivered in presence of

George F. Fawl.

(SEAL)

(SEAL)

STATE OF KANSAS,

Osage County, ss.

Be it Remembered, That on this 1st day of March, A. D. 1928, before me,

J. P. Cordts, a Notary Public in and for said County and State, came
 George F. Fawl, a single man.

L.B.

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 Nov. 24th 1929.

J. P. Cordts

Notary Public.

This instrument was filed for record on the 3 day of March

A. D. 1928, at 2:15 o'clock P.M.

L. E. Wellman

Register of Deeds.

By Deputy.

The following is endorsed 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 10 day of September, A. D. 1942

Attest:

John P. Simon

Recorded September 15 1942

W. A. Beck
 Register of Deeds