

MORTGAGE RECORD—59.

This Indenture, Made this First day of March in the year of our Lord one thousand nine hundred Twenty Eight, 1928, between Arthur Longfellow, Hazel Longfellow husband & 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 Six hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage, to the said part y of the second part, their successors 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:

W 15a n.2 n.w 4 n.2

S 2 n.w 4 n.2 + 7 8 9 a E. 14 44 n.2 1/4 n.w 1/4

all in Section 14. Twp 14. Range 18
containing 4.3 acres more or less

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do sell 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 Six hundred DOLLARS, according to the terms of One certain promissory note, this day executed by said

Parties of the first part to the said part y of the second part; said note being given for the sum of Six hundred and no/100 DOLLARS, dated March 1-28, 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 24 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 y 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 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 part y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 part y making such sale, on demand, to the said Party of first part heirs and assigns.

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

Signed, sealed and delivered in presence of

Arthur D Longfellow (SEAL)
Hazel Longfellow (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 1st day of March, A. D. 1928, before me, the undersigned a Notary Public in and for said County and State, came Arthur Longfellow Hazel Longfellow his wife 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 May 9 1931 L. B. Bethel Notary Public.

This instrument was filed for record on the 9 day of March A. D. 1928, at 2 30 o'clock P.M.

Ira 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.

A witness my hand this 12th day of August—A. D. 1934
Lone Star State Bank
Attorn: W. H. Wood Conover

Two copies of this instrument were filed for record on the day of August 1934 at 2 30 o'clock P.M.
Ira E. Wellman
Register of Deeds.

This mortgage 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.

Recorded June 19-1933.