

MORTGAGE.

This indenture, Made this 8th day of January in the year of our Lord, one thousand nine hundred and twenty one between Nina Elta Stansberry andStansberry, husband and wife of Wellsville in the County of Douglas and State of Kansas of the first part, and M.C. Everett party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of \$2300.00 Twenty Three Hundred 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 party of the second part his 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:

Lot No. six (6) in the vacated town of Black Jack, two & 7/100 acres more or less in the West half of the West half of the North East Quarter of Section Seven known as lot No. (5) Five in the village of Black Jack, also a strip of land Forty Five feet wide by Three Hundred Fifty .. long lying between Lots Five (5), and Six (6) in the vacated town of Black Jack, also Thirty seven one hundredths of an acre, more or less situated between descriptive lots No. Two (2) and Three (3) in vacated town of Black Jack described as follows, Beginning at the South West corner of said Lot No. Two (2) thence North Three Hundred Feet, thence West fifty feet, thence south three hundred feet, thence east fifty feet to point of beginning, Also One & 44/100 acres more or less in the south half of the north east quarter of the north east quarter of section seven known as lot No. Two (2) in vacated townsite of Black Jack and other described as follows, beginning at a point that may be found by running North Four Hundred and Ten feet and thence West Ten Hundred and eighty feet from a stone established by L. F. Green Dept. Co. Surveyor as the center of the northeast quarter of section Seven (7), Twp. Fifteen (15) Range Twenty One (21) East from said point of beginning, North Three hundred feet, thence west two hundred and ten feet, thence south three hundred feet, thence east to place of beginning. Also lot three in the north half of the north East quarter of Section Seven (7), containing Four (4) acres more or less. Also One and one Fourth acres more or less to wit: beginning at a stone established by L. F. Green Dept. Co. surveyor. Said stone is located in the center of the North east quarter of section seven (7) Township Fifteen (15), Range Twenty One (21) East, running thence north two hundred sixty three feet, thence west two hundred twenty (220) feet, thence south two hundred sixty three feet, thence East on a line to point of beginning, this includes all of lot No. Nine (9) in the vacated town of Black Jack, also a strip thirty (30) feet wide adjoining the same on the east side. Also a strip of land Forty Seven (47) feet, by three Hundred fifty (350) feet lying between lots six and seven (7) of the vacated town of Black Jack. Also one Acre in the south west corner of North East Quarter of North East Quarter of Section Seven (7) to wit: Beginning at a stone established in A.D. 1867 by L. F. Green Dept. Co. Surveyor as the center of the North East Quarter of Section seven (7), Township Fifteen (15), Range Twenty One (21) thence North Sixteen (16) rods, thence east ten (10) rods, thence south sixteen (16) rods, thence West ten (10) rods to the place of beginning, All the above described land is in the North east quarter of section seven (7), Township Fifteen (15) range twenty one (21) East and containing in the aggregate Fourteen (14) acres.

Also lots Nos. Seven (7) and Eight (8) and a strip of land fifty (50) feet wide, laid out for a street, lying between said two lots, all in the vacated town of Black Jack and otherwise described as follows; beginning at a point 273 feet West and 105 feet south of a stone established at the center of the northeast quarter of section seven (7), Township fifteen (15) Range Twenty one (21) thence west 497 feet, thence North 373 feet, thence East 497 feet, thence south 373 feet to point of beginning. Containing Four acres and 36 rods, more or less.

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 do 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 encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$.... Dollars each, and shall deliver the policies to said second party, and could said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a mortgage to secure the payment of the sum of \$2300.00 Twenty Three Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable on the 3 day of Mch 1926, to the order of said second part. Parties of First part are given the privilege pay \$100.00 or any multiple thereof at any interest payment date. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become due and payable at the option of the holder hereof; and it shall be lawful for the said parties of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.