

## MORTGAGE

THIS INDENTURE, made this 2nd day of March in the year of our Lord one thousand nine hundred and twenty three between Farmer's <sup>Union</sup> Co-Operative Association of Globe and State of Kansas of Globe in the County of Douglas and State of Kansas of the first part and G.C. Clark party of the second part:

WITNESSETH, That the said part of the first part in consideration of the sum of Eight Hundred and no/100 Dollars to them duly paid the receipt of which is hereby acknowledged, has sold and by these presents do Grant Bargain, Sell and mortgage to the said party of the second 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:

Beginning at a point 135 feet West of the Northeast corner of the Northwest quarter of section three (3) Township fifteen (15) Range eighteen (18) Thence South 125 feet; thence west 160 feet, thence north 125 feet; thence east 160 feet to a point of beginning.

With the appurtenances and all the estate title and interest of the <sup>said</sup> party 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 owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances whatever. First party hereby agrees to keep both fire and to make 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 Eleven Hundred & 00/100 Dollars each and shall deliver the policies to said second party, and should 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 eight hundred Dollars according to the terms of a certain mortgage note or bond this day executed by the said party of the first part and payable on the 2nd day of March 1925, to the order of said second party with interest thereon according to the tenor thereof payable semi-annually according to the terms of interest notes attached and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United State of America at the-----.

And this conveyance shall be void if such payment be made as 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 the waste is committed on said premises then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part executors, administrators and assigns at any time thereafter to take possession of the <sup>said</sup> premises and all the improvements thereon and to receive the rents issues and profits thereof

The following is endorsed on the original instrument:

*The following mortgage having been paid and cancelled it is hereby released on this the original instrument this day of May 1928.*

*Recorded May 9<sup>th</sup> 1928  
J. E. McAllister  
Register of Deeds.*

*G. C. Clark*