

MORTGAGE RECORD 67

545

Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.
 Dated this 1st day of Mar. A.D. 1927.

State of Kansas
 Franklin County

Mrs E.J. O'Neil

Be it remembered, that on this 1st day of Mar. A.D. 1927 before me the undersigned a Notary Public in and for the county and state aforesaid came Mrs E.J. O'Neil who is personally known to me to be the same person who executed the foregoing release and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Mrs E.J. O'Neil

LS
 Term expires Feb. 24th, 1928;

H.E. Jewell
 Notary Public.

From
 E.J. Leecy
 To Mrs E.J. O'Neil

MORTGAGE.

State of Kansas County of Douglas ss
 This instrument was filed for record
 Mar. 2, 1927 At 8:55 A.M.

Reg # 2431
 Fee \$ 28.75

Register of Deeds.

This Indenture, Made this 1st day of Mar. in the year of our Lord one thousand nine hundred and twenty seven between E.J. Leecy and wife Louisa C. Leecy of Wellsville in the county of Douglas and state of Kansas parties of the first part and Mrs E.J. O'Neil party of the second part.
 Witnesseth, That the said parties of the first part in consideration of the sum of \$11500.00 Eleven Thousand Five 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 her 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 southwest quarter (1/4) of section eighteen (18) Township fifteen (15) Range twenty one (21) containing one hundred fifty nine and 24/100 acres.
 with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said party of the first part does 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 \$Four Thousand 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 \$11500.00 Eleven Thousand Five 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 1st day of Mar. 1930 to the order of said second part her heirs and assigns with interest at the rate of 5% per annum payable annually parties of the first part to have the privilege to pay \$500.00 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 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 her 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 first parties or their heirs and assigns.

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

Signed, sealed and delivered in the presence of-----:

E.J. Leecy (SEAL)
 Louisa C. Leecy (SEAL)

State of Kansas
 Franklin County

BE IT REMEMBERED, That on this 1st day of Mar. A.D. 1927 before me a Notary Public in and for said county and state came E.J. Leecy and wife Louisa C. Leecy to me personally known to be the same person who executed the foregoing instrument 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.

H.E. Jewell
 Notary Public.

LS
 Commission expires Feb. 24th 1928.

This instrument is being filed for record in the office of the Register of Deeds of Douglas County, Kansas, on March 2, 1927, at 8:55 A.M.