

Reg. No. 374
Fee Paid, \$ 5.75

MORTGAGE RECORD-73

FROM

J. E. Murphy and wife

TO

John T. Moss

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 9 day of

Sept. A. D. 1929 at 8:30 o'clock A. M.

Elie & Armstrong
- Register of Deeds -

By _____, Deputy

THIS INDENTURE, Made this 4 day of September, in the year of our Lord one thousand nine hundred twenty-nine between

J. E. Murphy and Dora Murphy, husband and wife

of _____ in the County of Pottawatomie and state of Kansas, of the first part, and
John T. Moss a single man

...of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two thousand two hundred and eighty and DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, by ye 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:

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-nine (29) Township

Twelve (12) South of Range Eighteen (18), East of the 6th Principal Meridian, containing

80 acres, more or less, according to Government Survey,

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 seised of a good and indefeasible estate of inheritance, 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 two thousand two hundred and eighty and no/100 DOLLARS, according to the terms of a certain promissory note the day executed by said

Said note being given for the sum of Two thousand two hundred and eighty and to the said part y of the second part dated Sept. 4, 1929, due and payable in five no/100 DOLLARS, thereuntil paid, according to the terms of said note and coupons of _____ Dollars each thereof attached. And this conveyance shall be void if any payment be made as in said note and coupons thereof attached, and as hereinafter specified. And the said part 100 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 Two thousand two hundred and eighty and no/100 DOLLARS.

in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties 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 upon 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, his _____ 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, his _____ 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 overplus, if any there be, shall be paid by the part _____ making such sale, on demand, to the said _____ parties of the first part their _____ heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year last above written.

Signed, sealed and delivered in presence of

J. E. Murphy (SEAL)

Dora Murphy (SEAL)

State of Kansas, Pottawatomie County, ss.

BE IT REMEMBERED, That on this 14th day of September, A. D. 19 29, before me
a Notary Public in and for said County and State, came J. E. Murphy and Dora Murphy husband and wife

Legal Seal

to me personally known to be the same person B., who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

(Seal.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my ^{notarial} ~~notarial~~ seal, on the day and year last
above written.

Maurice Murphy

My commission expires June 12th 19 31