

Reg. No. 1798

Fee Paid, \$ 75

MORTGAGE RECORD-73

FROM
Charles W. Walker and wife
 TO
J. C. Hemphill
 State of Kansas, Douglas County, ss.
 This instrument was filed for record on the 16 day of
April, A. D. 1932, at 10:40 o'clock A.M.
Edw. E. Crumley
 Register of Deeds.
 By _____, Deputy.

THIS INDENTURE, Made this Seventh day of April, in the year of our Lord one thousand nine hundred
thirty-two, between Charles W. Walker and Salonia L. Walker his wife

of Lawrence in the County of Douglas and state of Kansas, of the first part, and
J. C. Hemphill

of the second part,
 WITNESSETH, That the said parties of the first part, in consideration of the sum of
Three hundred and no/100 ----- 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 part y 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:

All that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section (15); Township (13); Range (19) lying
 South and East of the center of present highway running in a northeasterly and southwesterly
 direction through said Quarter Section, containing not less than (31) acres nor more than (33 $\frac{1}{2}$)
 acres as per the U. S. Government survey thereof.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said

Charles W. Walker and Salonia L. Walker

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 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 Three hundred and no/100 ----- DOLLARS, according to the terms of one certain promissory note this day executed by said Charles W. Walker and Salonia L. Walker to the said part y of the second part.

Said note being given for the sum of Three hundred and no/100 ----- DOLLARS, dated April, 7th, 1932 due and payable in two years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of four Fifteen 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 parties 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 Three hundred and 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 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 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, 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 y making such sale, on demand, to the said Charles W. and Salonia L. Walker their heirs and assigns.

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

Signed, sealed and delivered in presence of

Chas. W. Walker (SEAL)

Salonia L. Walker (SEAL)

State of Kansas, REVO County, ss.

BE IT REMEMBERED, That on this 11th day of April, A. D. 1932, before me Edw. B. Brabets a Notary Public in and for said County and State, came Charles W. Walker and Salonia L. Walker, his wife,

Legal Seal

to me personally known to be the same person 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 official seal, on the day and year last above written.

Edw. B. Brabets

Notary Public.

My commission expires Feb. 10, 1934

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 hereby created is discharged.
 As witness my hand this 27 day of March, A. D. 1932
Edw. B. Brabets

Edw. B. Brabets
27 March
1932
Edw. B. Brabets