

## MORTGAGE

THIS INDENTURE, Made this 27th day of February in the year of our Lord one thousand nine hundred thirty between Edward Atchison and Carrie Atchison, Husband and Wife in the County of Osage and State of Kansas, of the first part, and Frederick M. Hartman, of the second part, in consideration of the sum of Two Thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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: The West one-half (1/2) of the Southwest Quarter (1/4) of Section Fourteen (14), Township Fourteen (14) of Range Seventeen (17) East of the Sixth P. M. with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edward Atchison and Carrie Atchison 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 Two Thousand & 00/100 Dollars, according to the terms of one certain promissory note this day executed by the said Edward Atchison and Carrie Atchison to the said party of the second part: said note being given for the sum of Two Thousand & 00/100 Dollars, dated February 27th, 1930 due and payable in five years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part 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 ----- dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof then, this conveyance shall become 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law appraise-ment hereby waived or not, at the option of the party 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 therebe, shall be paid by the party making such sale, on demand, to the said Edward Atchison and Carrie Atchison heirs or 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.

Edward Atchison (Seal)  
Carrie Atchison (Seal)

STATE OF KANSAS, OSAGE COUNTY, SS.

BE IT REMEMBERED, That on this 27th day of February A. D. 1930 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Edward Atchison and Carrie Atchison his wife to me personally known to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Legal Seal

J. A. Kesler Notary Public

My commission expires July 12th 1931.

Recorded March 1, 1930 A. D. at 8:15 A. M.

*Elmer E. Corbin* Register of Deeds

## RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Marcus W. Krouse and Emma L. Krouse, his wife dated the first day of March, A. D. 1920 which is recorded in Book 59 of Mortgages, page 148 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this first day of March A. D. 1930.

Corp. Seal

The Merchants National Bank  
By F. C. Whipple  
Vice Pres. & Cashier.

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 1st day of March A. D. 1930 before me Jane Sheets a Notary Public in and for said County and State came F. C. Whipple, Vice President and Cashier of The Merchants National Bank to me personally known to be the same person who executed the foregoing instrument of writing, 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.

Legal Seal

Jane Sheets  
Notary Public

My Commission Expires September 10, 1931

Recorded March 1, 1930 A. D. at 4:50 P. M.

*Elmer E. Corbin* Register of Deeds

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The following is a list of the original instruments  
of Edward Atchison and Carrie Atchison, dated  
February 27, 1930, recorded in Book 59 of Mortgages,  
page 148, of the records of Douglas County, Kansas,  
and which are hereby acknowledged and released.  
J. A. Kesler  
Notary Public  
My commission expires July 12th 1931.  
Recorded March 1, 1930 A. D. at 8:15 A. M.  
Elmer E. Corbin  
Register of Deeds