

**MORTGAGE**

of, in the County of Douglas, and State of, part of the first part, and John McDonald

part 2. of the second part.

**Witnesseth**, that the said parties of the first part, in consideration of the sum of  
DOLLARS

duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture  
do GRANT, BARGAIN, SELL and MORTGAGE to the said party \_\_\_\_\_ of the second part the following described  
real estate situated and being in the County of \_\_\_\_\_ and State of Kansas, to wit:  
Beginning at a point sixteen (16) feet South (S.) of the Northeast (NE) corner of the  
Southeast quarter (SE) of section Number thirty-five (35) in Town in Number thirteen  
(13) South (S.) of Range Number nineteen (19) lot (L); thence running East (Thirty-eight  
(38) rods) thence South fourteen (14) rods and fourteenths (14 1/4) feet; thence East sixteen  
(16) rods; thence North six (6) rods; thence East five (5) rods; thence North ten  
(10) rods to another section line; thence East (E) along the quarter section line to  
Northwest (NW) corner of said quarter section; thence South (S) to Southwest (SW) corner  
of said quarter section; thence East (E) to the Southwest (SW) corner and thence North  
(N) to place of beginning, containing one hundred fifty-eight (158) acres more or less.

with the conditions and all the stages, role and intention of the trial, and the results of the first two trials.

And the said part \_\_\_\_\_ of the first part do \_\_\_\_\_ hereby covenant and agree that at the delivery hereof \_\_\_\_\_, the lawful owner(s) of the premises above granted and seized by \_\_\_\_\_ good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

... It is agreed between the parties hereto that the party of the first part, will warrant and defend the same against all parties making valid claim thereto, which may be levied or assessed against the real estate when the same becomes due and payable or when the same is sold or otherwise disposed of, to keep the building upon and real estate insured against fire and against loss in such sum and by such company as the party of the first part shall specify and deposited by the party of the second part, the law, if any, made payable to the party of the second part to the extent of  $\frac{1}{2}$  of the principal interest. And in the event that said portion of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay such taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of                          DOLLARS,  
according to the terms of                          certain written obligation for the payment of said sum of money, executed on the                          day of  
                        , by                          and                         , and for                          years made payable to the part                          of the second part, with all interest  
accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part                          of the second part  
to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that part                          of the first part shall fail to pay  
the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, or if any payment therin, or if the taxes on said real estate are not paid, when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in good repair as they now are, or if waste is committed on said premises, then, upon the holder's giving notice in writing to the person or persons to whom the same are then owing, and failing to pay the same within thirty days after the receipt of such notice, the holder may, at his option, sue and recover the sum so due and payable, and the whole sum remaining unpaid, and the costs of the action, and the expenses of collection, and the expenses of the holder hereinafter mentioned, and it shall be lawful for the said party or parties to sue and recover the amount so due and payable, and all the improvements thereon in the manner provided by law, and to have a specifically appointed to collect the rents and benefits arising therefrom; and to sell the premises herein granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising therefrom, such sale to receive the amount then unpaid of principal and interest, together with the costs and charges incidental thereto, and the surplus, if any, to be paid by the holder, making payment on account of the first named item.

It is agreed by the parties hereto that the holder of this instrument and each and every obligation herein contained, and all benefits accruing therefrom, shall satisfy, and make to, the obligator any sums by him, executors, administrators, personal representatives, assignees and successors of the respective

In Witness Whereof, the first day of the first part of 1774, hereunto before hand, and

In Witness Whereof, the part first  
of the first part has been hereunto set  
the day and year last above written.