

MORTGAGE—Standard Form—

35351

BOOK 94

Herald, Ottawa

This Indenture, Made this 15th day of May, 1948, in the year of our Lord nineteen hundred Forty eight between Edwin W. Howe and Eugenia U. Howe, his wife

of Ottawa, in the County of Franklin, and State of Kansas, of the first part, and Teresa Allsup, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred Dollars and no/100 (\$500.00) 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 Franklin and State of Kansas, described as follows, to-wit:

Lot One Hundred Thirty one (131) and the West half of lot One Hundred twenty nine (129) on Jersey Street, in Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edwin W. Howe and Eugenia U. Howe, his wife do hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, no exceptions, this mortgage note draws interest at .05% payable semi-annually, option to pay after one year, no required payments. 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 \$500.00, Five Hundred Dollars and no/100 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 \$500.00 Five Hundred Dollars and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Edwin W. Howe and Eugenia U. Howe, his wife to the said party of the second part her heirs

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for 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 said second parties, 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

Edwin W. Howe (SEAL)
Eugenia U. Howe (SEAL)
(SEAL)