

MORTGAGE

47580 BOOK 102

This Indenture, Made this 25th day of October in the year of our Lord one thousand nine hundred and Fifty Two between George W. Hartpence and Ruth A. Hartpence, his wife,

of _____, in the County of Franklin and State of Kansas of the first part, and Harlan W. Cannady or Frances Cannady, party of the second part or survivor of them as joint tenants,

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five 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 parties of the second part, their 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 of the South 38 feet of Lots 90, 92, and all of Lots 94, 96, 98, 100 and 102 on Elm Street, Baldwin City, Kansas, and all of Lots 93, 95, 97, 99, 101 less the E.1/2 of the South 74 ft. of Lot 91 all on Fremont Street in Baldwin City, Kansas,

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 seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever

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 Twenty Five Hundred 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 Twenty Five Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable ~~monthly~~ ~~quarterly~~ ~~semi-annually~~ ~~annually~~ ~~at the~~ ~~expiration~~ ~~thereof~~ ~~to~~ ~~the~~ ~~order~~ ~~of~~ ~~said~~ ~~second~~ ~~party~~, with interest thereon according to the tenor thereof payable ~~monthly~~ ~~quarterly~~ ~~semi-annually~~ ~~annually~~ ~~at the~~ ~~expiration~~ ~~thereof~~ ~~to~~ ~~the~~ ~~order~~ ~~of~~ ~~said~~ ~~second~~ ~~party~~; ~~interest thereon to be~~ ~~paid~~ ~~at~~ ~~the~~ ~~rate~~ ~~of~~ ~~ten~~ ~~per~~ ~~cent~~ ~~per~~ ~~annum~~, and all of said notes, bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at ~~the~~ ~~place~~ ~~of~~ ~~Ottawa~~, ~~Kansas~~;

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, their executor, administrator and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of 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 parties making such sale, on demand, to the said first parties or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Signed, Sealed and delivered in presence of: George W. Hartpence (Seal) Ruth A. Hartpence (Seal)

STATE OF KANSAS, Franklin County, ss.



Be it Remembered, That on this 25 day of Oct. A. D., 19 52, before me, a Notary Public in and for said County and State, came George W. Hartpence and Ruth A. Hartpence, his wife,

to me personally known to be the same persons who executed the foregoing instrument, 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.

E. C. Haley Notary Public

Commission expires on the 14 day of Oct 1956.