

Records Vol 23 A.D. 1903

Act Annotations

Registers of Deeds

By J. B. Bowman

Deputy

The following is endorsed on original instrument
The Mutual Benefit Life Insurance Company, the mortgage within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record. In Witness Whereof, the said company has caused these presents to be signed by its President and its common seal to be affixed, this 26th day of October A.D. 1903

The Mutual Benefit Life Insurance Company

By J. M. Long, President



This indenture, made the 14th day of October A.D. 1899, between Moshaek Sanders and Fannie C. Sanders, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part, witnesseth, that the said party of the first part, in consideration of the sum of (\$2000) Two Thousand, dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the County of Douglas and State of Kansas, to-wit: The south west quarter of section Thirty six (36), in Township Thirteen (13), of Range seventeen (17), and the north west quarter of section one (1), in Township fourteen (14), of Range seventeen (17), less one and 1/2 acres, in the north west corner for cemetery, containing three hundred twenty three and ninety four hundredths (323.94) Acres. To have and to hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead, and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever, the intention being to convey an absolute title in fee to said premises. And the said party of the first part, hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$2000) Two Thousand Dollars, on the first day of September, A.D. 1901, with interest thereon from Sept. 1st 1899, at the rate of five per cent per annum, payable on the first day of September in each year, together with interest at the rate of ten per cent per annum, on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part, and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey, and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect. And the said party of the first part, do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage. And the said party of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied, under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and their renewals thereof, and in case of failure to do so, the said party of the second