

MORTGAGE RECORD-59.

A. D. 1932 between

of the first part, and

of the second part;

DOLLARS,

their

Kansas.

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This Indenture, Made this 9th day of January A. D. 1932 between Alexander Eckert and Arctim Eckert, husband and wife

of Marshall County, in the State of Kansas of the first part, and of Marshall County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of Four hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do hereby by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas County and State of Kansas to wit:

The north one half of the following Lots 20-21-22-23-24-25 all on Dearborn St. City of Baldwin, Douglas County, Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Alexander Eckert and Arctim Eckert, husband and wife have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy

Copy of \$400.00 Note, Kansas, January 9, 1934. To be paid in equal installments of \$15.00 per month from March 1, 1934 after date, we promise to pay to the order of J. H. Thorne at the First National Bank of Battle, at its banking room in Battle Kansas Four Hundred and no/100 Dollars. For value received, with interest from date until due at the rate of 6% per annum, payable annually; and with interest after maturity at the rate of ten per cent per annum until paid. All interest and principal payable and centrally making protest. \$15.00 to be paid 1st grade month and interest thereon commencing March 1, 1934. Alexander Eckert Arctim Eckert

Now, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums of money and interest thereon, shall, and by these presents, become due and payable and said parties of the second part shall be entitled to the possession of said premises.

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

Executed in the presence of

STATE OF KANSAS, Marshall County, ss.

Be it Remembered, That on this 9th day of January A. D. 1932 before me the undersigned a Notary Public in and for said County and State, came Alexander Eckert and Arctim Eckert, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

My Commission Expires June 12 1934 R. J. H. Hany Notary Public.

Recorded Jan. 10 A. D. 1934 at 8:05 a.m. E. E. Armstrong Register of Deeds.

2308 1932

Oct. 7 1932
Received of Alexander Eckert and Arctim Eckert the sum of Four hundred and no/100 Dollars in full satisfaction of the within Mortgage.

This Release is a condition of the original mortgage and is void if the mortgage is not released in full.