

MORTGAGE RECORD—59.

This Indenture, Made this 21st day of February in the year of our Lord one thousand nine hundred twenty-eight between Fred Bahnmaier and Anna R. Bahnmaier, his wife, of C. F. Bahnmaier in the County of Douglas and State of Kansas, of the first part, and

Reg. No. 3250
Filed Feb 20 1928

Witnesseth, That the said parties of the first part, in consideration of the sum of

--- Four thousand 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 party y of the second part, his 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:

The South half (1/2) of the Southeast Quarter (1/4) of Section thirty (30), and lots one (1) and two (2) in Section thirty (30), all in Township eleven (11), Range eighteen (18) less the right of way of the A. C. T. and W. R. R. (now the A. T. & S. F. Ry.) and less the thirty (30) acres deeded to Mary A. McClanahan by deed recorded in Deed Book 28, page 510 in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Fred Bahnmaier and Anna R. Bahnmaier, his wife do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Four thousand and no/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said

Fred Bahnmaier and Anna R. Bahnmaier, his wife to the said party y of the second part; said note being given for the sum of Four thousand and no/100 DOLLARS, dated February 20, 1928, due and payable in five year s from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and with interest thereon. And this conveyance shall be void if such payment be made as in said note and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of One thousand and four hundred and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party y of the second part, and all sums paid by the party y of the second part for insurance, shall be due and payable or not, at the option of the party y of the second part; and it shall be lawful for the party y of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party y of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the party y making such sale, on demand, to the said parties of the first part their heirs and assigns.

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

Signed, sealed and delivered in presence of

Fred Bahnmaier (SEAL)
Anna R. Bahnmaier (SEAL)

STATE OF KANSAS,
Shawnee County, } ss.

Be it Remembered, That on this 21st day of February A. D. 1928, before me, Irak Raines Glenn, a Notary Public in and for said County and State, came Fred Bahnmaier and Anna R. Bahnmaier his wife who are personally known to me the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

My Commission expires Nov. 23 1931

This instrument was filed for record on the 3 day of March A. D. 1928, at 3¹⁰ o'clock P. M.

Isa E. Wellman
Register of Deeds.
By ✓ Deputy.

The following is endorsed on the original instrument.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

As witness my hand this 28th day of June A. D. 1934
C. F. Bahnmaier
Agent

Recorded Aug. 4 - 1934.
Earl S. Ormstrong -
Register of Deeds.

L. S.