

MORTGAGE RECORD 66

257

26th day of
4:15 P.M.
Willman
Register of Deeds.
Deputy.

our Lord, one thousand nine

of the second part.

duly paid, the receipt of
of the second part,
to-wit:

Southwest quarter
East One Hundred
50 feet; thence
red and ninety
that part of the
that part deeded
ords of Douglas

lines above granted, and seized of

nts that may be levied or assessed
tornado in such sum and by such
to the extent of
insured as herein provided, then the
denture, and shall bear interest at

DOLLARS,
January 1924.
Jon and also to secure any sum or
in the event that said part 100

uch payments or any part thereof
not kept up, as provided herein,
ute and the whole sum remaining
and payable at the option of the
of the said premises and all the
by granted, or any part thereof,
charge incident thereto, and the

seal, s. the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

D. 1924, before me, a

acknowledged the execution of
on the day and year last

Notary Public.

I authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this
Mortgage Owner.

FROM

Thomas E. Hill, et al
TO

The Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26th day of
January A. D. 1924, At 9:15 A. M.

Joe E. Wellman
By: Joe Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 17th day of January, in the year of our Lord, one thousand nine
hundred and Twenty four between
Thomas E. Hill and Tessie D. Hill, his wife

of Baldwin in the County of Douglas and State of Kansas
part 100 of the first part, and The Baldwin State Bank

WITNESSETH, that the said parties of the first part, in consideration of the sum of
Twelve hundred fifty DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Fifty (50) Acres of the North Half of the North West
Quarter of Section Thirty Four (34) Township Fourteen (14) Range
Twenty (20) East of the Sixth Principal Meridian.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part 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, except a first mortgage of Twenty Five Hundred dollars.

in favor of the Pioneer Mtg Company dated Dec. 8, 1923

And that they will warrant and defend the same against all parties making lawful claim thereof.

It is agreed between the parties hereto that the part 100 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loan, if any, made payable to the part of the second part to the extent of their interest.

And in the event that said part of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twelve Hundred Fifty DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 17th day of January 1924.

and by its terms made payable to the part of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 100 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings or said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto, and the surplus, if any there be, shall be paid by the part making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 100 of the first part have hereunto set their hands and seal, s. the day and year last above written.

Thomas E. Hill (SEAL)

Tessie D. Hill (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of Jan A. D. 1924, before me, a

W. M. Clark in the aforesaid County and State, came Thomas E. Hill

and Tessie D. Hill, 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.

My Commission Expires on the 15th day of May 1927 W. M. Clark Notary Public

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 28th day of January 1924.

Loep Seal

The Baldwin State Bank

W. M. Clark - Vice Pres.
W. B. Butell - Cashier

Mortgage Owner.

This Release
was written
by the original
mortgage
holder
this 30th day
of Jan
1924
Joe E. Wellman
Reg. of Deeds.

Deputy