

# MORTGAGE RECORD 66

537

7<sup>th</sup> day of  
A. M.  
Register of Deeds.  
Deputy.

and, one thousand nine

paid, the receipt of  
of the second part,  
:

are granted, and seized of

may be levied or assessed  
in such sum and by such  
extent of its  
herein provided, then the  
and shall bear interest at  
DOLLARS,  
19.25

also to secure any sum or  
vent that said part y  
the said premises and all the  
om shall extend and incur  
the day and year

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

24, before me, a  
ged the execution of  
day and year last  
Notary Public.

authorize the Register of  
Deeds to enter the discharge of this mortgage of record. Dated this 7  
Mortgagee. Owner.

FROM  
Lyle C. Cutler, & wife  
TO  
Baldwin State Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 27 day of  
February A. D. 1925, at 9:09 A. M.  
Leah E. Wellman  
By, Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 31 day of October, in the year of our Lord, one thousand nine  
hundred and Twenty-four between  
Lyle C. Cutler and Leah E. Cutler his wife  
of Baldwin City in the County of Douglas and State of Kansas.  
part of the first part, and The Baldwin State Bank

WITNESSETH, that the said part ies of the first part, in consideration of the sum of One Thousand part y of the second part.  
which is hereby acknowledged, has ve sold, and by this indenture do DOLLARS, to them duly paid, the receipt of  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Forty One (41), Forty Two (42), Forty Three (43) and Forty Four (44)  
On Fifth Street Baldwin City Kansas.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.  
And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner B 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 parties making lawful claim therein.  
It is agreed between the parties hereto that the part ies 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 will 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 y of the second part, the less, if any, made payable to the part y of the second part to the extent of its  
interest. And in the event that said part ies 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 y 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  
One Thousand DOLLARS,  
according to the terms of One certain written obligation for the payment of said sum of money, executed on the 31 day of October 1924,  
and by its terms made payable to the part y 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 y 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 ies  
of the first part shall fail to pay the same as provided in this indenture.

And the 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 on said real estate are not kept in as good repair as they are now, or if estate is committed on said premises, then the 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 y 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  
overplus, if any there be, shall be paid by the part y of the second part, making such sale, on demand, to the first part ies.  
It is agreed by the parties hereto that the terms and provisions of this indenture and such and every obligation therein contained, and all benefits accruing therefrom shall extend and incur  
to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part has ve hereunto set their hand s and seal s the day and year  
last above written.

Lyle C. Cutler (SEAL)  
Mrs. Leah Cutler (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 31 day of October A. D. 19 24, before me, a  
Notary Public in the aforesaid County and State, came  
Lyle C. Cutler and Leah Cutler his wife  
L. S. to me personally known to be the same person s 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 15 day of May 19 27 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 7 day of June 19 25  
(Copy Seal) W. M. Clark Notary Public.  
W. B. Rutell Mortgagor. Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 27 day  
of June  
19 25  
Leah E. Wellman  
Reg. of Deeds