

MORTGAGE RECORD 66

621

ss.
16th day of
1:00 A. M.
Register of Deeds.
Deputy.

Lord, one thousand nine
hundred and twenty-five
B. H. Knight and Mabel P. Knight his wife,
of Baldwin in the County of Douglas and State of Kansas
parties of the first part, and Sam Gardner
of the second part.
duly paid, the receipt of
Y of the second part,
o-wit:

FROM

B. H. Knight et al
TO
Sam Gardner

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of
May A. D. 1925. At 11:30 A. M.

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

THIS INDENTURE, Made this Fifteenth day of May, in the year of our Lord, one thousand nine hundred and twenty-five between
B. H. Knight and Mabel P. Knight his wife,
of Baldwin in the County of Douglas and State of Kansas
parties of the first part, and Sam Gardner
of the second part.

Reg. No. 547
Fee Paid 1.75

WITNESSETH, that the said parties of the first part, in consideration of the sum of
Seven Hundred Fifty & no/100 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 party of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North half of Lots Sixty-eight (68) Sixty Nine (69)
and Seventy (70) on Ames Street Baldwin City, 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 parties making lawful claim thereon.

It is agreed between the parties hereto that the party 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 becomes due and payable, and that the party of the second part, the loan, if any, made payable to the party of the second part to the extent of his insurance company as shall be specified and directed by the party of the second 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 party 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

Seven Hundred Fifty & No/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the fifteenth day of May 1925 and by the terms made payable to the party 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 party 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 parties 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 on 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 party 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 party of the second part making such sale, on demand, to the first parties.

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 parties of the first part have hereunto set their hands and seals on the day and year last above written.

B. H. Knight (SEAL)

Mabel P. Knight (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas BE IT REMEMBERED, That on this 15th day of May A. D. 1925, before me, a

the undersigned in the aforesaid County and State, came

B. H. Knight and Mabel P. Knight his wife

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

L.S. 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 22nd day of July 1925 J. B. Ross 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 14 day of June 1926
Sam Gardner Mortgage Owner.

This Release
was written
to the original
Mortgage
dated
the 15th day
of May
1925
Isa E. Wellman
Register of Deeds