

MORTGAGE RECORD 67

95

SAUL BOOTH NORTH STATIONERY CO KANSAS CITY MO 64114

MORTGAGE

FROM
Fredrick Pooch,
TO
Sidney A. Smith

State of Kansas, Douglas County, ss
This instrument was filed on for
record on this 2 day of April, A.D.
1925, at 11:15 o'clock A. M.

Paul E. Wellman
Register of Deeds

Reg. Fee \$2.00
Pr 1.25 ✓

This Indenture, Made this 1st day of April in the year of our Lord one thousand nine hundred and twenty five, between Fredrick Pooch of Rudora, in the County of Douglas and State of Kansas of the first part, and Sidney A. Smith party of the second part:

WITNESSETH, That the said party of the first part in consideration of the sum of \$550.00 Five hundred fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does, GRANT, BARGAIN, SELL and MORTGAGE to the said party 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:

East one-half (N $\frac{1}{2}$) of the Northeast one-fourth (N.E. $\frac{1}{4}$)
of the Northeast (N. E) quarter of Section twenty nine
(29), Township fourteen (14) South of Range twenty-one (21)
of the Sixth Principal Meridian.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the deliver hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$500.00 Five hundred Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent. per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$550.00 Five hundred fifty and No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 1st day of April 1928 to the order of said second party.

and this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first party or his heirs and assigns.

In Witness whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Fredrick Pooch (Seal)
(Seal)

State of Kansas
SS
Franklin County,

Be it Remembered, That on this 1st day of April A. D., 1925, before me, a Notary Public in and for said County and State, came Fredrick Pooch to me personally known to be the same person 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.

H. E. Jewell
Notary Public

L. S.
Commission expires Feb. 24, 1926.

From F. W. Barteldes, Trustee,
To Albert P. Fellows et al

State of Kansas Douglas Co.,
This instrument filed for record
April 2nd, 1925 at 4:55 PM.

Paul E. Wellman
Register of Deeds.

KNOWN ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Albert P. Fellows and wife to Wilder S. Metcalf and by him Assigned to F. W. Barteldes, Trustee - dated the 11th day of March A.D. 1924, which is recorded in Book 33, of Mortgage, page 218- 219 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released. This release is made to correct the release previously recorded September 1, 1902 in Book 39 page 222.

Dated this 2nd day of April A.D. 1925.

F. W. Barteldes, Trustee,

State of Kansas, Douglas County, ss;

Be It Remembered That on this 2nd day of April, A.D. 1925, before me the unders

The Within Mortgage having been paid in full, it is hereby released on this the original instrument, this 11th day of April, 1925 Sidney A. Smith

This Release is on the original Mortgage recorded on the 11th day of April, 1925 at 4:55 PM. H. E. Jewell Notary Public