

Recorded - April 23, 1928

Dr. E. W. Sullivan
Register of Deeds

Corp Seal

The following is endorsed on the original instrument:
The within Mortgage having been paid in full,
it is hereby agreed, that the original
instrument of April 17, 1925,
of the Ottawa Mortgage Company,
is hereby cancelled.

successors 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:

Lot Number One Hundred Seventeen (117) High Street, in the City of Baldwin,

with all 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 delivery hereof she 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 incumbrances. 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, and should first party neglect so to do, the legal holder thereof 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 \$1000.00 One Thousand 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 13th day of April, 1928, to the order of said second party, with interest thereon according to the terms thereof, payable semi-annually according to the terms of six interest notes attached and all of said notes bearing ten per cent interest after due both principal and interest being payable in lawful money of the United States of America, at the office of The Ottawa Mortgage Company in Ottawa Kansas.

And this conveyance shall be void if such payment be made as 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 improvements are not kept 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 absolutely 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 said party of the second part, its successors 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 first part or her heirs and assigns.

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

Nettie D. Sullivan. (SEAL)

Witnesses:

State of Kansas
Franklin County

Be it Remembered That on this 17th day of April, A.D. 1925, before me, a Notary Public in and for said County and State, came Nettie D. Sullivan, single, 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.

Grace M. Drum, Notary Public.

L.S.
My Commission expires;
July 18, 1925.

ASSIGNMENT.

From Merchants Loan & Savings Bank
To Carl Antrim

State of Kansas, Douglas Co. ss;
This instrument was filed April 21st 1925 at 10:20 AM.

Dr. E. W. Sullivan
Register of Deeds.

FOR VALUE RECEIVED, We hereby sell transfer and assign to Carl Antrim, and the indebtedness secured thereby, made and executed by J.C. Ann & wife to Merchants Loan & Savings Bank, which mortgage is recorded in Book 61 of Mortgages Page 300 in the office of the Register of Deeds in Douglas County Kansas.

In Witness Whereof, We have hereunto set our hand this 17th day of March 1925.

Merchants Loan & Savings Bank
Lawrence, Kansas
F. C. Whipple Cashier/

Corp Seal.

State of Kansas
Douglas County

Be it Remembered That on this 17th day of March 1925, before me, a Notary Public in and for said County and State, came F. C. Whipple, Cashier, 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 set my hand and affixed my official seal the day and year last above written.

Jane Sheets.
Notary Public.

L.S.
My Commission expires;
Sept. 10 1927.

FRONT

Reg. fee
70.349