

BANK DODGEWORTH STATIONERY CO KANSAS CITY MO 64116

MORTGAGE

From James Dyer, a widower,
To The First National Bank

State of Kansas, Douglas County, ss.
This instrument was filed for record on this 13 day of May A. D. 1926 at 8:30 o'clock A. M.

Lee E. Williams
Register of Deeds

By *James Dyer* Deputy

Reg. Fee.
No. 537
\$ 3.75

THIS INDENTURE, Made this 12th day of May in the year of our Lord one thousand nine hundred and twenty five between James Dyer, a widower of Baldwin, R. #2, in the County of Douglas and State of Kansas party of the first part, and The First National Bank party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of \$1500.00 Fifteen Hundred 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 its successors 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: The North East Quarter $\frac{1}{4}$ of Section Sixteen (16), Township Fifteen (15), Range Nineteen (19), containing 160 acres more or less.

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 delivery 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.

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 \$-----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 \$1500.00 Fifteen Hundred 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 12th day of May, 1926, 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, its successors, 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

James Dyer (Seal)

State of Kansas,
SS
Franklin County,

Be it Remembered, That on this 12th day of May A. D., 1926, before me, a Notary Public in and for said County and State, came James Dyer, a widower 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.

L. S.

R. S. Hanes,
Notary Public

Commission expires Jan. 30, 1927.

Lee E. Williams
Register of Deeds
A D. 1926
May 17
\$ 3.75
By *J. J. Miller*
(Corp Seal)

Nov. 19 1926
Lee E. Williams
Register of Deeds