

MORTGAGE RECORD 67

197

SAUL DOOS NORTH STATIONERY CO KANSAS CITY MO 64114

Before me Wayne Gill a Notary Public in and for said County and State, on this 24th day of August, 1925, personally appeared Elmer E. Cox and Edna May Cox, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed.

Witness my hand and official seal, the day and year above set forth.

L. S.

Wayne Gill
Notary Public

My commission expires July 30th 1928.

Mortgage

From
W. B. Dalton and wife

State of Kansas, Douglas County, as
This Instrument was filed for record on this 26th day of August
A. D. 1925, at 12 o'clock M.

To
The Liberty Life Insurance Co.

Paul E. Wellman
Register of Deeds

Reg. No. 1042
Fee Paid 15.00

This Indenture, Made this eighteenth day of August in the year of our Lord nineteen hundred and twenty five, between W. B. Dalton and Margery B. Dalton, husband and wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and The Liberty Life Insurance Company, of Topeka, Kansas, of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of \$6000. Six Thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part its successors, heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit: Beginning Eight and one half, (8 1/2), Chains West of the North East Corner of the North West Quarter of Section No. Thirty Six (36) Township No. Twelve (12) Range No. Nineteen (19), thence South Five and 75/100 Chains (5.75/100) thence West Nine and Seven one hundredths (9.07/100) Chains thence North Five and 75/100 (5.75/100) Chains; thence East Nine and 07/100 Chains to place of beginning except that portion lying within the boundaries of the Fort to Fort highway and subject to a right of way running across the West side of the above described tract of land, 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; that they have good right to sell and convey said premises and that they will WARRANT and DEFEND the same against the lawful claims of all persons.

THIS GRANT IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF \$6000. Six Thousand DOLLARS, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said Parties of the first part payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka, Kansas, with interest payable semi-annually on the first day of March and September in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$6000. in some approved Insurance Company, payable; in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, If such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments as provided, or if default be made in the agreements to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent. per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent. per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part its executors, administrators or assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraisement waived or not at the option of the party of the second part, and out of the money's arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Margery B. Dalton (Seal)
W. B. Dalton (Seal)

ACKNOWLEDGMENT

STATE OF KANSAS
SS
County of Douglas

BE IT REMEMBERED, That on this 25 day of August A. D. 1925 appeared before me, a Notary Public in and for said County and State, W. B. Dalton and Margery B. Dalton, husband and wife, to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L. S.

C. M. Mantor,
Notary Public

My commission expires Jan 23, 1928.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 28th day of December A. D. 1926
Paul E. Wellman
Register of Deeds

Recorded Jan 3 1927
Paul E. Wellman
Register of Deeds