

MORTGAGE RECORD 67

Lots #77 and 78 on High Street in the City of Baldwin, 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 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 eight hundred eighty dollars each, and shall deliver the policies to said second party, and should said first party, to do the legal holder 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 Eight hundred eighty Dollars according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the 27th day of November 1928 to the order of said second party with interest thereon at the rate of 7 per cent per annum payable annually both principal and interest being payable in lawful money of the United States of America at the Office of the Leash Oil Company, Ottawa Kansas. 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 executor and 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 here-by 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 surplus in any there to be paid by the party making such sale, on demand to the said parties or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

U.G. Sutton (SEAL)
Ella D. Sutton. (SEAL)

Witnesses:

State of Kansas
Elk County } SS.

Be It Remembered, That on this 27th day of November A.D. 1925 before me a Notary Public in and for said county and state came U.G. Sutton and Ella D. Sutton his wife, to me personally known to be the same persons 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.

E.A. Chaffin
Notary Public

L.S.

Commission expires 11 day of April 1927.

From Farmers State and Savings Bank
To Mary F. Priest.

ASSIGNMENT.

State of Kansas, Douglas Co., ss
This instrument was filed for record on Dec 3, 1925. At 2:15 P.M.

Geo. E. McElman.

Register of Deeds.

The following is enclosed on original instrument Book 63 - page 263.

Know All men by these presents, That Farmers State and Savings Bank of Lawrence Douglas County, in the state of Kansas the within named mortgagee in consideration of Thirteen thousand and no/100 Dollars to it in hand paid the receipt whereof is hereby acknowledged do hereby sell, assign transfer set over and convey unto Mrs Mary F. Priest heirs and assigns the within mortgage deed the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

To Have and To Hold the Same Forever, Subject nevertheless to the conditions therein named. In Witness Whereof, The said mortgagee has hereunto set—hand this 10 day of January 1924.

Corp. seal,
State of Kansas.
Douglas County. } SS.

Farmers State and Savings Bank
Geo. L. Kreeck—Pres't.

Be It Remembered, That on this 10 day of Jan'y. 1924 before me I.C. Stevenson a Notary Public in and for said county and State came Geo. L. Kreeck President to me personally known to be the same person who executed the foregoing instrument of writing 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.

I.C. Stevenson
Notary Public

L.S.

My Commission expires Oct. 18, 1924.

The following is enforced on the original instrument
 which has been recorded having been paid in full, the mortgage
 is hereby cancelled and the land thereby released from the mortgage.
 At witness my hand this 14 day of September A.D. 1928
 J.C. Stevenson

Recorded Sept. 19 " 1928
 Geo. E. McElman
 Register of Deeds