

MORTGAGE RECORD 67

269

RAILROAD STATIONERY CO. KANSAS CITY MO 12114

From
Isaac Unruh et al
To
The Ottawa Mtg. co

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Jan. 14, 1926. At 10:25 A.M.

Isa E. Wellman
Register of Deeds

Ref. No. 1375
Fee Paid 1.50

This Indenture, Made this 11th day of January in the year of our Lord one thousand nine hundred and twenty six between Isaac Unruh and Lucy Unruh his wife of Ottawa in the County of Franklin and State of Kansas parties of the first part and The Ottawa Mortgage Company a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part:
Witnesseth, That the said parties of the first part in consideration of the sum of \$600.
six hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part its 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:

Beginning at a stake at the southeast corner of Susan M. Drake Lot on college street Media, County of Douglas State of Kansas situated in the northwest quarter (1/4) of the northwest quarter (1/4) of the southwest quarter (1/4) of section four (4) Township fifteen (15) Range twenty (20) thence north one hundred thirty feet, thence east 164 feet, thence southwest to College Street thence west thirty (30) feet to place of beginning now a part of Baldwin City.

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 \$800.00 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 \$600.00 Six hundred 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 11th day of January 1929 to the order of said second party with interest thereon according to the tenor 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 insurance 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 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 surplus if any there be shall be paid by the party making such sale, on demand to the said first parties or their heirs and assigns.

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

Isaac Unruh (SEAL)
Lucy Unruh (SEAL)

WITNESSES:

State of Kansas
Franklin County. } ss.

Be it remembered, That on this 12th day of January A.D. 1926 before me a Notary Public in and for said county and State came Isaac Unruh and Lucy Unruh his wife 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

LS
My Commission expires July 18, 1929

From
G.C. Rothwell et ux

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Jan. 15, 1926 at 9:05 A.M.

To

The Merchants National Bank

Isa E. Wellman
Register of Deeds.

This Indenture, Made this twelfth day of January in the year of our Lord nineteen hundred twenty-six between G.C. Rothwell and Lillie Rothwell, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants National Bank, a banking corporation of Lawrence, Kansas, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreements and advancements hereinafter specified to them duly paid the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, and mortgage to the said party of the second part, its 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:

The North Half (1/2) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Twelve (12), Range Nineteen (19).

with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein.

And the said G.C. Rothwell and Lillie Rothwell, his wife 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 save an unpaid balance of \$550.00 on a mortgage to the Union Central Life Insurance Co. and a second mortgage of \$650.00 to

Office of the District Court of Douglas County, Kansas. do hereby certify that this mortgage was duly recorded in the mortgage book of said County at 1:15 p.m. on the 15th day of January, 1926, in Book 521, page 521. Witness my hand this 15th day of January, 1926.

Isa E. Wellman
Register of Deeds

The note described herein having been paid in full, this mortgage is hereby cancelled and the original instrument is returned.