

MORTGAGE RECORD 67

283

STATE OF KANSAS, DISTRICT COURT, DOUGLAS COUNTY, KANSAS

L.S.

My Commission expires March 22, 1926.

T. J. Sweeney, Jr. Notary Public.

From Isaac Unruh et ux
To Harry S. Ruckels.

MORTGAGE.

State of Kansas Douglas Co. ss
This instrument filed for record
Jan. 30th, 1926 at 2:30 PM.

Register of Deeds

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 Harry S. Ruckels, party of the second part; Witnesseth, That the said parties of the first part, in consideration of the sum of \$400.00 Four Hundred and No/100 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, his 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;

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 of northwest quarter of the southwest quarter of Section Four, Township, Fifteen, Range Twenty, thence north one hundred thirty feet, thence east 164 feet, thence southwest to college Street, thence west 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 there 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 except a first mortgage of Six Hundred Dollars (\$600.00) held by the Ottawa Mortgage Company of Ottawa, Kansas.

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, for the benefit of said second party, or assigns, in the sum of not less than \$ the amount of their insurable value. 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 thereof 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 \$400.00 Four Hundred and no/100 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 part \$600.00 payable every 6 months and interest. All due January 11th, 1929.

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 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 executors, 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 amount then unpaid of principal and interest together with the costs and charges of making such sale and the overplus is 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 first above written,

signed, sealed and delivered in the presence of-----

Isaac Unruh (SEAL)
Lucy Unruh (SEAL)

State of Kansas
Franklin County. } SS

Be it remembered, That on this 11th 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 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.

LS
Commission expires Aug. 19th 1926.

Martin Strauss
Notary Public

From W.B. Spalding
To R.E. Mears.

ASSIGNMENT.

State of Kansas Douglas co. ss
This instrument was filed for record
Feb. 1, 1926. At 2:30 P.M.

Register of Deeds.

The following is endorsed on original instrument Book 60 Page 374
Know all men by these presents, That ----- County, in the State of ----- the within named mortgagee in consideration ----- Dollars, to ----- in hand paid the receipt whereof is hereby acknowledged do hereby sell, assign, transfer set over and convey unto R.E. Mears and assigns the within mortgage deed, the real estate conveyed and the promissory note and 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 ha--hereunto set -- hand this -- day of-- 19--.

Executed in the presence of-----

W.B. Spalding
without recourse.

State of Kansas.
Douglas County. } SS

Be it remembered, That on this 7th day of Dec. A.D. 1923 before me A.F. McClanahan a Notary

JOHN GALLAHAN, Clerk of the District Court of Douglas County, Kansas
Do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 11th day of January, 1929, and that the same is duly recorded in Journal Book of said County of Douglas, Kansas, and that the same is duly recorded in Journal Book of said County of Douglas, Kansas, and that the same is duly recorded in Journal Book of said County of Douglas, Kansas.

ATTEST:
Harold A. Beck
Register of Deeds