

MORTGAGE RECORD 67

469

From
Farmers State & Sav. Bank
To
S.L. McKenzie

SATISFACTION OF MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for
record. Nov. 30, 1928, At 2:35
P.M.

Lee E. Williams
Register of Deeds.

Know All Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by S.L. McKenzie and Ada A. McKenzie dated the 22nd day of June A.D. 1916 which is recorded in book 55 of mortgage page 210 of the records of Douglas County, Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released.
Dated this 30th day of November, A.D. 1928.

Corp. seal

The Farmers State & Savings Bank.

State of Kansas }
Douglas County } SS

By I.C. Stevenson,--Vice Pres.

Be it remembered, That on this 30 day of November, A.D. 1928 before me the undersigned a Notary Public in and for said county and state aforesaid came I.C. Stevenson Vice Pres. of Farmers State & Savings Bank, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

LS
Notary Public, Term expires Apr. 21, 1930.

L.E. Eby.
Notary Public

From
John S. Watts
To
Samuel Watts

MORTGAGE

State of Kansas, Douglas co. ss
This instrument was filed for record
Nov. 28, 1928. At 3:00 P.M.

Lee E. Williams
Register of Deeds.

This Indenture, Made this 25th day of January in the year of our Lord one thousand nine hundred and twenty six between John S. Watts and Dora Watts his wife of Baldwin Route 2 in the county of Douglas and state of Kansas of the first part and Samuel Watts party of the second part.
Witnesseth, That the said parties of the first part in consideration of the sum of \$7500.00 Seven Thousand Five 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: The south half (1/2) of the south half (1/2) of section thirteen (13) Township fifteen (15) Range eighteen (18) Douglas County, Kansas, excepting the following, Commencing 32 rods north of the southwest corner of south west quarter of said section 13, thence east 209 feet, thence north 418 feet, thence west 209 feet, thence south 418 feet to beginning and containing two acres, The tract hereby mortgaged being 158 acres, 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 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 \$7500.00 Seven Thousand Five 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 25th day of January 1936 to the order of said second part interest to be paid annually according to the terms of one promissory note of \$7500.00 with interest at the rate of 3% per annum. Party of the first part has the privilege of paying \$100.00 or any multiple thereof on any interest paying date.

And this conveyance shall be void if such payment be made as is here in 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 than 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 proscribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest together with costs and charges of making such sale, and the overplus of any there be shall be paid by the part making such sale on demand to the said first party or his 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.

John S. Watts (SEAL)
Dora Watts (SEAL)

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

State of Kansas }
Franklin County } SS

Be it remembered, That on this 25th day of January A.D. 1926 before me a Notary Public in and for said county and state came John S. Watts and Dora Watts 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 April 16th, 1929.
H.L. Cartzdafner---Notary Public