

MORTGAGE RECORD 67

483

SAUL GOODMAN STATIONERY CO KANSAS CITY MO 64114

From
Maxwell Invest. Co
To
Wm H. Bailey et al

RELEASE

State of Kansas, Douglas co. ss
This instrument was filed for record
Dec., 28, 1926. At 10:05 A.M.

John E. Williams
Register of Deeds

Know All Men by these Presents, That Maxwell Investment Company, a corporation of Kansas certain mortgage dated the second day of January 1922, given by William H. Bailey and C.C. Balch Sr. of Douglas County, Kansas, does hereby release, remise and forever quit claim unto the said William H. Bailey and C.C. Balch Sr. all right title and interest of, in and to the land described in said mortgage which the undersigned may have acquired under or by virtue thereof.

To Have and to hold, the same unto said William H. Bailey and C.C. Balch Sr. their heirs and assigns forever.

In Witness Whereof, said Maxwell Investment Company has caused these presents to be signed by its Vice President attested by its secretary, and its corporate seal to be hereto attached this 22nd day of December, 1926.

Corp Seal.

Attest:
G.L. Edwards Jr.---secretary.
State of Missouri
County of Jackson } SS

Maxwell Investment Company

Vic
By Wm E. West---President

Be it remembered, That on this 22nd day of December, 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Wm E. West Vice President of Maxwell Investment Company who is personally known to me to be the Vice President of said Maxwell Investment Company, and the same person who executed the within instrument of writing and duly acknowledged the execution of the same as the voluntary act and deed of said Maxwell Investment Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Ellen M. Schumann
Notary Public

L.S.

My Commission expires April 29, 1930.

From
Clara C. Mignot
To
J.M. Dwyer

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Dec. 30, 1926. At 11:00 A.M.

John E. Williams
Register of Deeds.

This indenture, Made this 15th day of Dec. in the year of our Lord one thousand nine hundred and twenty six between Lucien B. Mignot and Clara C. Mignot his wife and Fred Hughes of Wellsville in the county of Franklin and state of Kansas parties of the first part, and J.M. Dwyer party of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of \$4500.00 Forty five Hundred Dollars to them duly paid the receipt of which is hereby acknowledged, have sold and by these presents do grant bargain 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 East 120 acres S.E. Quarter Sec Thirty three (33) Township Fourteen (14) Range Twenty-one (21)

with the appurtenances, and all the estate, title and interest of the said party 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 there-in, free and clear of all incumbrances.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$4500.00 FORTY-FIVE HUNDRED-----DOLLARS, according to the terms of a certain mortgage note, this day executed by the said parties of the first part, and payable on the 15th day of Dec., 1929, to the order of said second part

Said note to draw interest at the rate of 5% per annum interest payable annually parties of first part have privilege of paying any part or all of principle at any interest payment date after first year

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 executors, administrators and assigns at any time thereafter to take possession of the said premises and all the improvements thereon, and to 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 overplus, if any there be, shall be paid by the party 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 has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Lucien B. Mignot
Clara C. Mignot (SEAL)
Fred Hughes (SEAL)

Reg 2277
Dec 11 25

Received of John E. Williams
Register of Deeds
for the recording of this instrument on the 11th day of December 1926
at 11:00 A.M.
J. M. Dwyer