

MORTGAGE RECORD 69

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SAML DODD WORTH STATIONERY CO KANSAS CITY MO 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3rd day of June A. D. 1925, at 4:25 PM M.

By *Joe E. Wellman* Register of Deeds.

Peoples State Bank, Baldwin, Kas. By *Joe E. Wellman* Deputy.

THIS INDENTURE, Made this Second day of June, in the year of our Lord, one thousand nine hundred and twenty-five between C. C. Claridge and Vera T. Claridge, his wife, of Baldwin in the County of Douglas and State of Kansas

parties of the first part, and The Peoples State Bank, Baldwin, Kansas, part of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South 25 acres of the West half of Southeast Quarter . Twenty-seven acres off the East side of the North Fifty-three ~~one-half~~ & one half acres of the South-west Quarter & one acre off the South side of Southeast Quarter of the Northwest Quarter, and the North Thirty acres of the Northwest Quarter of the Southeast Quarter, all in Section Thirty-four, Twp. Fourteen of Range Twenty.

Also the following described live stock:-

Chestnut of black horses of uncertain age of T. E. Hill in the month of Nov. 1924. One Ford Coupe 1923 model, engine # 8075956, bought of Harriman Motor Co. in Aug. 1923. One Jersey cow seven years old old next Fall. One Jersey cow three years old next Fall, bought of Glen Miller. One Jersey heifer, two years old this summer. bought of Harry Hoover April 1925. One Guernsey cow three years old next Fall, bought of Harry Hoover last Sept. One Guernsey heifer two years old next Fall, bought at a sale at Mr. Bond near Lawrence. One Heifer calf grade Guernsey. One Mixed Jersey heifer calf. It is understood that the increase of the cows and heifers is to be included in this mortgage.

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, se, of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage to the Federal Land Bank of Wichita, Kas. for \$5,300.00.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be credited and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or other, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifteen Hundred & no/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the second day of June 19 25, and by the terms of said obligation, the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on and real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided 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 incident thereto, and the surplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the first party of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on the day and year last above written.

Vera T. Claridge (SEAL)

C. C. Claridge (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 2nd day of June A. D. 19 25, before me, a

Notary Public in the aforesaid County and State, came

C. C. Claridge and Vera T. Claridge, his wife,

to me personally known to be the same person as 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.

My Commission Expires on the 31st day of October 19 28 Peryl A. Mitchell Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 19 day of Sept. 1927:

Attest.
E. L. Bacon Cashier Corp. By J. M. Hartley Pres. Seal.
Peoples State Bank, Baldwin, Kas. Mortgage. Owner.

This Release as will be noted on this original is correct

12 Nov. 1927

Joe E. Wellman Reg. of Deeds.