

190

Reg. No. 1320

Fee Paid 1.25

MORTGAGE RECORD 69

FROM

Chas. W. Detwiler et al.
TO

Peoples State Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of
Dec. A. D. 1925 at 2:15 P. M.By *J. E. Wellman* Register of Deeds.
Deputy.

THIS INDENTURE, Made this seventeenth day of December, in the year of our Lord, one thousand nine hundred and twenty five between L. Charles W. Detwiler and Gladys Detwiler his wife of Baldwin in the County of Douglas and State of Kansas part 100 of the first part, and The Peoples State Bank, of Baldwin Kansas part Y of the second part.

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of Five Hundred & no/100 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 part Y of the second part, and State of Kansas, to-wit:

The south half of the south east quarter of the south west quarter
The north half of the northwest of the south east quarter; of the south west
quarter and the north ten acres of the south thirty acres of the southeast quarter
of the southwest quarter, all in section eleven (11) Township fifteen
(15) of range nineteen (19). Also the west half of the south west quarter
of the southeast quarter of section eleven (11) Township fifteen (15)
of range nineteen (19)

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.
And the said part 100 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 not of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all claims making lawful claim therein, 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 specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 100 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 part Y of the second part may pay said taxes and insurance, or either, 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five hundred & no/100 DOLLARS according to the terms of a certain written obligation for the payment of said sum of money, executed on the 17th day of December 1925 and by the terms made payable to the part Y 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 part Y 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 part Y 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 to 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 said real estate are not kept in as good repair as they are now, or if it is so provided in said obligation, 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 part Y 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 part Y making such sale, on demand, to 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 part 100 of the first part have hereunto set their hands and seals the day and year last above written.

Charles W. Detwiler (SEAL)

Gladys L. Detwiler (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of December A. D. 1925, before me, a Notary Public in the aforesaid County and State, came Charles W. Detwiler and Gladys Detwiler 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.

My Commission Expires on the 31st day of October 1928 Beryl A. Mitchell Notary Public.

RELEASE

This Release was written on the original Mortgage LS

dated this 17th day of December 1925

J. E. Wellman

Reg. of Deeds

Deputy

Duals to enter the discharge of this mortgage of record. Dated this 7 day of August 1926

Peoples State Bank

Baldwin Kansas

J. B. Ross, Pres.

loop seal.

August 1926

Peoples State Bank

Baldwin Kansas

Mortgage.

Owner