

MORTGAGE RECORD 69

Reg. No. 1365 16th
Fee Paid 9.25

213

SAME, DOES NORTH STATIONERY CO KANSAS CITY MO 64101

FROM

Virgil Hird et ux
TO

E. B. Lucas et al

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of Jan. A. D. 1926, at 12: M.

Isa E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 7th day of January, in the year of our Lord, one thousand nine hundred and Twenty-six

Virgil Hird and Olla Hird, his wife

of Baldwin in the County of Douglas and State of Kansas parties of the first part, and

-- E. B. Lucas and D. E. Lucas----

parties of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of

---Thirty Seven Hundred Fifty---

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 of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East Half of the North West Quarter and the East Thirty five acres of the West Half of the North West Quarter Less Twenty (20) acres off the North End of said Tracts.

Also the South Twenty (20) Acres of the West forty five (45) acres of the North West Quarter All in Section thirty five (35) Township Fourteen (14) Range twenty (20) Containing in all One Hundred Fifteen Acres more or less.-----

with the appurtenances and all the estate, title and interest of the said part. 1st of the first part therein.

And the said part. 1st 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 incumbrances,

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part. 1st 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 specified and directed by the part. 1st of the second part, the less, if any, made payable to the part. 1st of the second part to the extent of their interest. And in the event that said part. 1st 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. 1st 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 repaid. It is agreed the insurance carried shall not be less than \$5000.00 more

THIS GRANT is intended as a mortgage to secure the payment of the sum of demanded by second parties of the amount due on the loan.

---Thirty Seven Hundred Fifty--- DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 7 day of January 19 26

and by terms made payable to the parties 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. 1st 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. 1st 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 said 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 part. 1st 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 in all 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. 1st making such sale, on demand, to the first part. 1st.

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 the day and year last above written.

Virgil Hird (SEAL)

Olla Hird, (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 15 day of January A. D. 19 26, before me, a

Notary Public in the aforesaid County and State, came

Virgil Hird and Olla Hird, his wife----

L.S.

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 15 day of May 19 27 W. M. Clark--- 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 2nd day of July 1924.

E. B. Lucas
Mortgagee. Owner.

This Release was written on the only full mortgage entered this day of July 1924.

E. B. Lucas
Reg. of Deeds.