

NAME, ADDRESS, STATIONARY, COLOR, KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of Aug A. D. 1926, at 11:45 A. M.

Herman S. Cook

TO

By

Register of Deeds.

Deputy.

Baldwin State Bank

THIS INDENTURE, Made this 2nd day of August

, in the year of our Lord, one thousand nine

hundred and twenty six between Herman S. Cook and Clara M. Cook his wife

of Baldwin City in the County of Douglas and State of Kansas part 1st of the first part, and The Baldwin State Bank of Baldwin City, Kansas part 1st of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of Seventeen 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 part 1st of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 32 rods north of the southeast corner of the south east quarter of the northwest quarter of section eight in township fifteen range twenty; Thence north 28 rods to the railroad right of way; thence in a southwest direction along said right of way 32 rods, thence east to the place of beginning. Also commencing at a point 1554 feet north and 990 feet east of the southwest corner of the northeast quarter of section 8, Twp 15, range 20 thence south 1554 feet the south line of said quarter section, thence west 990 feet to the southwest corner of said quarter section, thence north 1078 feet to the railroad right of way; thence north by east along the east line of said right of way to a point due west of the point of beginning, thence east to the point of beginning containing in all about thirty four acres.

with the appurtenances and all the estate, title and interest of the said parties 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 become due and payable, and that they are to 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 loss, if any, made payable to the part 1st of the second part to the extent of its 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.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Seventeen Hundred DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 2nd day of August 1926, and by its terms made payable to the part 1st 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 part may 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 profits 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 obtain 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 of the second part 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 part 1st of the first part have hereunto set their hand and seal on the day and year last above written.

Herman S. Cook (SEAL)

Clara M. Cook. (SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 2nd day of August A. D. 1926, before me, a

Notary Public

in the aforesaid County and State, came

1st Herman S. Cook and Clara M. Cook 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 15 day of May 1927 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 4 day of June 1934.

Aug Seal

Herman S. Cook

Mortgagee. Given