

## MORTGAGE RECORD 69

BANK, ROCKWORTH STATIONERY CO. KANSAS CITY, MO. 64101

FROM  
 Henry A. Edler  
 TO  
 Peoples State Bank, Baldwin, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 26 day of  
 Jan. A. D. 1927, at 1:25 P. M.  
 By Isa E. Wellman Register of Deeds.  
 Deputy.

THIS INDENTURE, Made this 24 day of January, in the year of our Lord, one thousand nine hundred and twenty seven between  
 Henry A. Edler and Olive Edler husband and wife

of Baldwin in the County of Douglas and State of Kansas  
 part les of the first part, and Peoples State Bank, Baldwin, Kansas. part y of the second part.

WITNESSETH, that the said part les of the first part, in consideration of the sum of  
 Sixteen Hundred & no/100 DOLLARS, to them duly paid, the receipt of  
 which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part,  
 to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Northwest quarter (NW $\frac{1}{4}$ ) of section twenty (20) Township Fourteen (14) Range twenty  
 one containing 160 acres/

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

And the said part les of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seisor of a  
 good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$8,500.00 in favor Kansas City  
 Joint Stock & Land Bank

and that they will warrant and defend the same against all parties making lawful claim thereto.  
 It is agreed between the parties hereto that the part les 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 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 their  
 interest. And in the event that said part les 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of  
 Sixteen Hundred & no/100 DOLLARS,  
 according to the terms of one certain written obligation... for the payment of said sum of money, executed on the 24 day of January 1927.  
 and by its 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 les  
 of the first part shall fail to pay the same as provided in this indenture.

And this covenanter 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 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 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 incident thereto, and the  
 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first parties.

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 les of the first part ha ve herunto set their hand s and seal the day and year  
 last above written.

Henry A. Edler. (SEAL)

Mrs Olive Edler (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
 COUNTY OF Douglas }

BE IT REMEMBERED, That on this 24 day of January A. D. 1927, before me, a  
 Notary Public, in the aforesaid County and State, came  
 Henry A. Edler and Olive Edler

IS to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of  
 the same. IN WITNESS WHEREOF, I have herunto subscribed my name, and affixed my official seal on the day and year last above  
 written.

My Commission Expires on the 12 day of May 1930 L.E. Hoover 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 12 day of Oct. 1928.

Carry Seal

Peoples State Bank,  
 Baldwin, Kansas. Mortgagee. Owner.

By E. L. Hoover - Cashier.

This Release  
 was written  
 on the original  
 mortgage  
 entered  
 this 13 day  
 of Oct.  
 1928.  
 Isa E. Wellman  
 Reg. of Deeds.  
 Deputy