

## MORTGAGE RECORD 69

SAML. BOWEN &amp; SONS, STATIONERS &amp; PRINTERS, 100 N. 10TH ST., KANSAS CITY, MO. 64101

FROM

Joseph H. Dyer  
TO

S. A. Hindman

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4th day of  
March, A. D. 1927, at 11:45 A. M.Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this 24th day of February, in the year of our Lord, one thousand nine  
hundred and twenty seven between  
Joseph H. Dyerof Baldwin in the County of Douglas and State of Kansas  
part y of the first part, and S. A. Hindman part y of the second part.WITNESSETH, that the said part y of the first part, in consideration of the sum of  
Nine Hundred 00/100 DOLLARS, to him duly paid, the receipt of  
which is hereby acknowledged, has 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:All of the South west quarter of Section (14) Fourteen  
Township (15) Fifteen, Range Twenty (20) also the south  
(60) sixty acres of the west (120) One Hundred and twenty acres of the north  
west quarter of Section (14) Township (15) Range (20).

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

And the said part y of the first part does hereby covenant and agree that at the delivery hereof he is lawful owner of the premises above granted, and seized of a  
good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a prior mortgage for the sum of 9,000/00 dated  
3/23/1923 and due 3/23/1933and 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 y 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 he 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  
interest. And in the event that said part y 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

Nine Hundred -00/100

DOLLARS,  
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 24th day of February 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 therein as herein provided, in the event that said partof the first part shall fail to pay the same as provided in this indenture.  
And this obligation 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 such 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 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 retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the  
overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part y.  
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 y of the first part has hereunto set his hand and seal the day and year  
last above written.

Joseph H. Dyer

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF DouglasBE IT REMEMBERED, That on this 3d day of March, A. D. 1927, before me, a  
Notary Public in the aforesaid County and State, came

Joseph H. Dyer

L.S.

to me personally known to be the same person 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

My Commission Expires on the 13th day of January 1929 Wm. M. Holliday  
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 22 day of June 1930

Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage.Witnessed  
this 22 day  
of June  
1930S. A. Hindman  
Reg. of DeedsSTATE  
COUNTYI,  
Deeds to