

SAM. BODDYPH LEASING CO. KANSAS CITY MO. 641

FROM  
Richard Randel  
TO  
Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, KS.  
This instrument was filed for record on the 28 day of  
Mch A. D. 1927 at 8:45 A. M.  
By *L. E. Wellman* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 26<sup>th</sup> day of March, in the year of our Lord, one thousand nine hundred and twenty seven between Richard Randel and Maggie Randel his wife of Baldwin in the County of Douglas and State of Kansas part iea of the first part, and The Baldwin State Bank part y of the second part.

WITNESSETH, that the said part iea of the first part, in consideration of the sum of Fifteen Hundred 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:

The west half (W<sup>2</sup>) of the northeast quarter (NE<sup>4</sup>) of section one (1) Township fifteen (15) range nineteen (19).

with the appurtenances and all the estate, title and interest of the said part iea of the first part therein. And the said part iea 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 wield 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 thereto. It is agreed between the parties hereto that the part iea 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 will keep the building 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 iea 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 Fifteen Hundred DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 26<sup>th</sup> day of March 19 27, 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 iea 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 provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or if the building upon said real estate are not kept insured or repaired as they are now, or if waste is committed on said premises, then this conveyance shall become null and void 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 to sell the premises here by 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 part iea. It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon contained, and all benefits accruing thereon 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 iea of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Richard Randel (SEAL)  
Maggie Randel (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 26<sup>th</sup> day of March A. D. 19 27 before me, a Notary Public in the aforesaid County and State, came Richard Randel and Maggie Randel his wife

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 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 March 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 28 day of Jan, 1929.

(Copy Seal) The Baldwin State Bank  
W. M. Clark, Vice. Pres. Owner.

This Release was written on the original mortgage entered this 24<sup>th</sup> day of Jan. 1929. *W. M. Clark* Reg. of Deeds.