

MORTGAGE RECORD 70

217

SPRING DOORS NORTH STATUTORY CO KANSAS CITY MO 1917

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of Nov. A. D. 1926 At 9:30 A. M.

Reg. No. 2162

Fee Paid .75

Thomas B. Gray et ux
TO

Baldwin State Bank,

By

J. E. Wellman,
Register of Deeds.
Deputy.THIS INDENTURE, Made this 13th day of October 1926, betweenof Thomas B. Gray and Viola M. Gray, his wife,
Wyandotte County, in the State of Kansas of the first part, andThe Baldwin State Bank,
Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three Hundred ----- DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part its successors heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lots Forty Five (45) : Forty Six (46);

Forty Seven (47) : and Forty Eight (48):

Media or West Baldwin; now a part of Baldwin City---

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:
PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said:

Thomas B. Gray and Viola M. Gray ha ve this day executed and delivered one certain promissory note to said party of the second part, for the sum of Three Hundred ----- DOLLARS, bearing even date herewith, payable at Baldwin, Kansas, in equal installments of Eight ----- DOLLARS each, the first installment payable on the 10 day of Nov. 1926, the second installment on the 10 day of Dec. 1926 and one installment on the 10 days of each month thereafter in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now if said Thomas B. Gray and Viola M. Gray shall pay or cause to be paid to said part y of the second part, its successors, assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part y of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said part y of the second part, its successors, assigns, that they are lawfully seized in fee of said premises, and ha ve good right to sell and convey the same, that said premises are free and clear of all incumbrances.

and that they and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hands the day and year first above written.

ATTEST:

T. B. Gray

Viola M. Gray

STATE OF KANSAS,

County of Wyandotte

BE IT REMEMBERED, That on this 20 day of October

A. D. 1926, before me, Elsie Glenn Ledford, a Notary Public in and for said County and State, came

Thomas B. Gray (T.B. Gray) and Viola M. Gray, his wife,

L.S.

to me personally known to be the same person as who executed the foregoing instrument of writing, 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 Dec. 29, 1926 Elsie Glenn Ledford. Notary Public.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.

AS WITNESS MY HAND, this 15 day of March 1930

ATTEST:
E. J. SealThe Baldwin State Bank
W. M. Black Vice Pres.
W. B. Butler CashierThis Release
was written
on the original
Mortgage
entered
this 13th day
of Nov. 1926
J. E. Wellman
Reg. of Deeds

Donnell