

# MORTGAGE RECORD 70

225

Receiving No. 13723

Page No. 2971

Per. 1.25

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

TO

This instrument was filed for record on the 23 day of April A. D. 1942 At 9:35 A. M.

By

Deputy.

*Harold A. Beck*  
Register of Deeds.

THIS INDENTURE, Made this 15th day of April 19 42 between

Melvin Cook and Jessie R. Cook, his wife  
of Douglas County, in the State of Kansas of the first part, and  
Will Hey  
of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Five 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, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

lots seventy-eight (78), seventy-nine (79), eighty (80), eighty-one (81), eighty-two (82) eighty-three (83), eighty-four (84), and eighty-five (85) on Ames Street; and lots one hundred fifty-five (155) one hundred fifty-seven (157), one hundred fifty-nine (159) one hundred sixty-one (161), one hundred sixty-three (163), one hundred sixty-five (165), one hundred sixty-seven (167), and one hundred sixty-nine (169) on Baker Street, all in the City 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 parties of the first part

have this day executed and delivered one certain promissory note

to said part y of the second part, for the sum of Five hundred DOLLARS,

bearing even date herewith, payable at Baldwin City Kansas, in equal installments of

One hundred DOLLARS each, the first installment payable on the 15th

day of April 1943, the second installment on the 15th day of April 19 44

and one installment on the 15th days of April and XXXXXX 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 y 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 parties of the first part

shall pay or cause to be paid to said part y of the second part, his heirs or 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 his and her heirs, do hereby covenant to and with the said part y of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances.

and that they will, 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 have hereunto set their hand the day and year first above written.

ATTEST:

Melvin Cook

Jessie R. Cook

STATE OF KANSAS,

County of Douglas ss.  
A. D. 19 42, before me Champ A. Graham

BE IT REMEMBERED, That on this 15th day of April

a Notary Public in and for said County and State, came

Melvin Cook and Jessie R. Cook, his wife

to me personally known to be the same person 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.

(SEAL)

My commission expires 10-1-45

EX

Champ A. Graham

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 17 day of July 1943

ATTEST:

*Will Hey*

This Release was written on the original Mortgage entered this 17 day of July 1943  
*Harold A. Beck*  
Reg. of Deeds  
County of Douglas