

## MORTGAGE RECORD 70

SANGS EIGHTH NORTH STATIONERY CO. KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Rec. No. 1237  
Ex. Date 3-27-31Charles M. Minster at el  
TOThis instrument was filed for record on the 4 day of  
March A. D., 19 31, at 2:45 P. M.*Edw. E. Connelley*

Register of Deeds.

M. A. Gorrell

By

Deputy.

THIS INDENTURE, Made this seventh day of January, 19 31, between

Charles M. Minster a widower, Edgar Minster and Grace Minster his wife

of Smith County, in the State of Kansas, of the first part, and

of M. A. Gorrell  
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

Two Thousand (\$2000.00)

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:

The North West Quarter (1/4) of Section Twenty Six (26) Township Twelve (12) Range Eighteen (18)

STATE OF KANSAS, SMITH COUNTY, ss.

BE IT REMEMBERED, That on this 7th day of January A. D. 1931 before me the undersigned a Notary Public in and for the County and State aforesaid, came Charles M. Minster a widower who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Legal Seal

J. D. Boyle Notary Public

Term Expires Novr. 26th 1932

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 Charles M. Minster, Edgar Minster and Grace Minster

have this day executed and delivered their certain promissory note

to said part y of the second part, for the sum of Two Thousand (\$2000.00) with interest at the rate of 6% per annum after March 1st 1931 interest payable semi-annually The Lawrence National Bank of Lawrence, bearing even date herewith, payable at

Kansas, in equal installments of \$1000.00 each, the first installment payable on the 1st day of March 1931 and thereafter on the 1st day of March and September in each year until the said note is fully paid.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 2000.00 with interest thereon at the rate of 5% per cent. payable semi annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now if said Charles M. Minster, Edgar Minster and Grace Minster

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 foreclosure of this mortgage.

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, 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,

except the mortgage dated April 28, 1927 to The Pioneer Mortgage Company to secure the payment of \$2000.00 with interest at 5%.

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:

Charles M. Minster

Edgar Minster

Grace Minster

STATE OF KANSAS,

COUNTY OF Smith ss.

BE IT REMEMBERED, That on this 6th day of January

A. D. 19 31, before me, R. W. McLeod

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

Edgar Minster &amp; Grace Minster his wife

to me personally known to be the same person s who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Legal Seal

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 April 19 19 31 R. W. McLeod

Notary Public.

## RELEASE

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 day of 19

ATTEST:

SECOND MORTGAGE

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 24 day of July, 1931, and that the same is duly recorded in Journal 336 at page 1237, and that the same is duly recorded in Journal 336 at page 1237.

Witness my hand this 14 day of July 1931.

ATTEST:  
*Edw. E. Connelley*  
Register of Deeds