

MORTGAGE RECORD 71

FROM
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 28 day of
 April A. D. 1928, At 10:05 P.M.
 Reg. No. 3417 F.M. Hartley & Wife
 Fee Paid \$4.75 TO
 By *Isa E. Wellman* Register of Deeds.
 Home Savings & Loan Ass'n Deputy.

Loan No. 1041
 THIS INDENTURE, Made this 24th day of April A. D. 1928, between
 F.M. Hartley and Mary Ives Hartley, his wife

of Douglas County, in the State of Kansas, of the first part, and The Home Savings and Loan Association of ~~XXXXXX~~ Ottawa, Kansas, of the second part.

WITNESSETH: That the said party ~~ies~~ of the first part, in consideration of the sum of
 Nineteen Hundred and no/100----- DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

The South 75 feet of the West Half of Lot 97, and the
 South 75 feet of Lot 99 on Jersey St., Baldwin City,
 Douglas County, Kansas

Provided always; and these presents are upon this express condition, that whereas said parties of the first part have executed and delivered their promissory note of even date, in writing to said party of the second part, by which they agree to pay five years after date, the sum of Nineteen Hundred Dollars with interest thereon payable monthly in accordance with the mortgage note of even date.
 Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money above mentioned together with the interest thereon according to the terms and tenor of the same, then this instrument shall be wholly discharged and void but otherwise shall remain in full force and effect. If said sum, or sums of money or any part thereof or any interest thereon be not paid when the same is due, or if the taxes and assessments which are or may be levied against said premises or any part thereof, are not paid when the same become due and payable or if the insurance premium for fire and tornado insurance policies necessary to protect said loan be not paid when due, then the whole of said sum or sums and the interest thereon shall become due and payable and said party of the second part shall be entitled to immediately foreclose this mortgage according to law and make sale of said premises and collect all of said sums of money and indebtedness.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of
 DOLLARS,
 with interest thereon, and such fines and charges as may become due to said party of second part under the terms and conditions of the contract note secured hereby, advanced by the said The Building and Loan Association to the part of the first part upon shares of Class G of the capital stock of said Association, evidenced by Certificate No. , which said shares have been assigned to said Association with all the future payments, earnings and dividends thereon, which said interest and dues on said shares, the first part agree to pay monthly installments, making a total monthly payment of \$, payable as follows:

on or before the day of , 192 , and a like sum on or before the day of each and every month thereafter to and including the month of 19

Now, if said party of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

IN WITNESS WHEREOF, ~~xx~~ said parties of the first part have hereunto set their hand s the day and year first above written.

F.M. Hartley
 Mary Ives Hartley

STATE OF KANSAS, ss.
 COUNTY OF DOUGLAS, ss. Be it remembered, that on this 24th day of April A. D. 1928, before me, ~~XXXXXX~~ a NOTARY PUBLIC in and for ~~xx~~ County and State ~~xx~~, came F.M. Hartley and Mary Ives Hartley his wife who to me personally known ~~to be~~ to be the same person who executed the ~~said~~ instrument of ~~writing~~, and ~~such~~ ~~parties~~ duly acknowledged the execution of the same.
 LS IN TESTIMONY WHEREOF, I have hereunto Subscribed my name and affixed my official seal on
 My Commission expires July 22 19x 31 E. L. Bacon Notary Public.

RELEASE

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

Attest: The *Home Savings Building and Loan Association*
 By *S. W. Humphreys* Secretary
 (SEAL) (Copy, Seal) *Ottawa* *Jan. 12 1943*
 Kansas, Kansas, Jan. 12 1943

This Release was written on the original Mortgage. Entered this 1st day of January 1943
Handwritten
 Reg. of Deeds.