

MORTGAGE RECORD 72

KANSAS, DOUGLAS COUNTY, STATIONARY CO. KANSAS CITY, MO. 64103

FROM

John A. Lewis

TO

Kansas State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25th day of Oct. A. D., 1928. At 9:00 : A. M.

Jas E. Weisman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 4th day of October in the year of our Lord nineteen hundred twenty-eight between John A. Lewis, a single man,

of Baldwin in the County of Douglas and State of Kansas, Party of the first part, and The Kansas State Bank, Ottawa, Kansas

part of the second part.

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

\$500.00 Five Hundred 00/100

DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

Beginning at the Southwest corner of the Northwest Quarter (NW¹/₄) of Section Fourteen (14), in Township Fifteen (15), of Range Nineteen (19); thence North Twenty Three and one half (23¹/₂) rods; thence east one Hundred Twenty (120) rods; thence north sixteen and one half (16¹/₂) rods; thence east forty (40) rods; thence south sixty (60) rods; thence west one hundred sixty (160) rods; thence north twenty (20) rods to place of beginning, containing forty seven and one half (47¹/₂) acres.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said party of the first part

do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted,

and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party or assigns, in the sum of not less than \$5000.00 each, and shall deliver the policies to said second party, and assign said party, subject to the right of the first holder the amount paid therefor, with interest at ten per cent per annum and this mortgage shall stand as security therefor. This GRANT IS INTENDED AS A MORTGAGE TO secure the payment of the sum of \$500.00 Five Hundred 00/100 Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the demand to the order of said second party.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part Y of the second part its successors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the said first party or-----

heirs and assigns

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

John A. Lewis

(SEAL)

(SEAL)

STATE OF KANSAS,

Franklin County

ss.

BE IT REMEMBERED, That on this 4th day of October

A. D. 1928

before me

a Notary Public in and for said County and State,

came

John A. Lewis, a single man,

L.S.

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.

My Commission expires 1/13/29.

19

H. H. Hayes

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 20th day of August

A. D. 1929

ATTEST:

Corp Seal

The Kansas State Bank, Ottawa, Kansas
H. H. Hayes, Cash.

FRONT

MISCELLANEOUS

This Release
was written
on the original
Mortgage

the 24th
Aug. 1929
J. E. Weisman

1929
J. E. Weisman
Reg. of Deeds