

Ser. No. 549
 Fee Paid \$1.00

MORTGAGE RECORD 72

LAWL DOUGLASS BATHING CO. KANSAS CITY, MO. 64108

Reg. N
Fee Pa

FROM

Sarah Badsky et al

TO

Kansas State Bank Overbrook, Ke.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

Jan. A.D. 1930, At 8:35 A.M.

Elie O. Connelley

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this Sixth day of January in the year of our Lord nineteen hundred thirty between Sarah Badsky, a widow and Grace Bond and Alva Bond her husband

of Overbrook in the County of Osage and State of Kansas,
 of the first part, and The Kansas State Bank, Overbrook, Kansas

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Seven Hundred & 00/100

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part 2d of the second part their successors 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: The South Half (1/2) of the Southwest Quarter (1/4) of Section Thirty three (33) Township Fourteen (14), Range Eighteen (18) (this debt secured hereby is for part of the price paid for labor and material in the erection of a new barn on said described land.)

\$700.00

Overbrook, Kansas, January 6th 1930

Three years after date, for value received, I, we, or either of us promise to pay to the order of The Kansas State Bank Seven Hundred & 00/100 Dollars, with interest at the rate of six per cent per annum from date at The Kansas State Bank, Overbrook, Kansas. If not paid when due, this note shall draw 10 per cent interest from date. We the makers, sureties, endorsers and guarantors of this note, hereby severally waive presentment for payment, notice of non-payment protest and notice of protest and diligence of bringing suit against any party thereto and consent that time of payment may be extended without notice thereof to any of the sureties of this note.

Signed Sarah Badsky
 Grace Bond
 Alva Bond.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Bearing even date herewith at 6 percent interest from date and due in three years from date, copy of which attached hereto

This grant is intended as a mortgage to secure the payment of the sum of Seven Hundred & 00/100

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said parties of the first part

to the said part 2d of the second part

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 2d of the second part, their 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 1st making such sale, on demand, to said parties of the first part

their heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Sarah Badsky (SEAL)

Grace Bond (SEAL)

Alva Bond

STATE OF KANSAS,

COUNTY OF Osage

ss.

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

A. D. 1930 before me Edw. H. Platt a Notary Public in and for said County and State,

came Sarah Badsky a widow, and Grace Bond and Alva Bond her husband

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

Legal Seal of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above

My Commission expires May 8th 1931

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Edw. H. Platt

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 A. D. 19

ATTEST: