

Reg. No. 152
Fee Paid. \$ 3.75

MORTGAGE RECORD-73

This reference
was written
on the original
mortgage
entered
the 27 day
of March
1946
Vocals & Bach
King of America
1/10/47: 419.00

FROM

Alvah E. Tunin and Luella M. Tunin his wife

Y

The Board of Conference Claimants of The Kansas Annual
Conference, of the Methodist Episcopal Church

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 16 day of April, A. D. 1929, at 1:15 o'clock P. M.

Elie S. Amos

By _____, Deputy

THIS INDENTURE, Made this fifteenth day of April, in the year of our Lord one thousand nine hundred twenty nine, between Alvah E. Tunin and Luella M. Tunin, his wife

of Baldwin in the County of Douglas and state of Kansas, of the first part, and
The Board of Conference Claimants of the Kansas Annual Conference, of the Methodist Episcopal Church

_____ of the second part.

—One Thousand Five Hundred _____ DOLLARS,
to them _____ duly paid, the receipt of which is hereby acknowledged, in _____ sold, and by these presents do _____ grant, bargain, sell and mortgage
to the said part _____ of the second part, _____ 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:

The South Seventy Four (74) feet of Lots Numbered Eight three (83), Eighty Five (85) Eighty Seven (87) Eighty Nine (89); and the South Seventy Four (74) feet of the East Half (E½) of Lot numbered Ninety One (91) on Fremont Street in Baldwin City, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said
 Alvah E. Tunin and Luella M. Tunin, his wife
 do hereby covenant and agree that at the delivery hereto they are the lawful owner, s of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever
 This grant is intended as a MORTGAGE to secure the payment of the sum of One Thousand Five Hundred DOLLARS
 according to the terms of one certain promissory note - this day executed by said

—Alvah E. Tunin and Luella H. Tunin, his wife, _____ to the said part _____ of the second part.
Said note being given for the sum of One Thousand Five Hundred DOLLARS,
dated April fifteenth, 1929 due and payable in May 1, 1934 _____ year _____ from date thereof, with interest thereon from the date
thereof until paid, according to the terms of said note _____ and coupons of _____ Dollars each thereto attached. And this agreement

shall be void if such payment is made on said note..... and coupons thereto attached, and as hereinafter specified. And the said part..... of the first prior hereby agree..... to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of..... Twenty Eight Hundred..... DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs and insure the same at the expense of the part..... of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note....., and interest thereon, and all taxes and accruing penalties and interest and costs then remaining unpaid or which may have been paid by the part..... of the second part, and all sums paid by the part..... of the second part for insurance, shall be due and payable or not, at the option of the part..... of the second part; and it shall be lawful for the part..... of the second part, or its..... executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part..... of the second part,..... executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part..... making such sale, on demand, to the said..... parties of the first part..... their..... heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year last above written.

Signed, sealed and delivered in presence of

~~Alvah E. Tunin~~ (SEAL)

Luella M. Tunin (SFA)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of April, A. D. 1929, before me
a Notary Public in and for said County and State, came Alvah E. Tunin and Luella M. Tunin, his wife,

Legal Sep1

(Sgnl.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my ~~official~~ ^{notarial} seal, on the day and year last above written.

Notary Public.

My commission expires July 22 1931

[illegible]