

Reg. No. 998

Fee Paid, \$ 50#

## MORTGAGE RECORD-73

FROM

J. W. Cook and wife

TO

Katherine A. Shank

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 27 day of Sept. A. D. 1930, at 11:00 o'clock A. M.

*Chas. E. Combs*  
Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 22nd day of September, in the year of our Lord one thousand nine hundred thirty, between J. W. Cook and Emma Cook his wife

of \_\_\_\_\_ in the County of Shawnee and state of Kansas, of the first part, and Katherine A. Shank

of the second part,

WITNESSETH, That the said part-ies of the first part, in consideration of the sum of Two Hundred Twenty Eight Dollars and 35/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in ve sold, and by these presents do grant, bargain, sell and mortgage to the said part-ies of the second part, her 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 (726) feet west of the South East corner of the North West Quarter of Section No. Two (2) Township number Twelve (12) Range number Eighteen (18) Thence North (330) Feet; Thence west (7-6) Feet; Thence South (330) Feet; Thence East (765) Feet to place of Beginning, containing Six acres more or less

with the appurtenances, and all the estate, title and interest of the said part-ies of the first part therein, and the said

J. W. Cook and Emma Cook his wife

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Two Hundred Twenty Eight and 35/100 DOLLARS, according to the terms of one certain promissory note this day executed by said

J. W. Cook and Emma Cook his wife

to the said part-ies of the second part.

Said note being given for the sum of Two hundred twenty eight and 35/100 DOLLARS, dated September 22nd 1930, due and payable in thirty months 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 conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part-ies of the first part 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 Five 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-ies 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 thereon remaining unpaid or which may have been paid by the part-ies of the second part, and all sums paid by the part-ies of the second part for insurance, shall be due and payable or not, at the option of the part-ies of the second part; and it shall be lawful for the part-ies of the second part, her 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-ies of the second part, her 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 overplus, if any there be, shall be paid by the part-ies of the second part making such sale, on demand, to the said second party heirs and assigns.

IN TESTIMONY WHEREOF, The said part-ies of the first part have hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

J. W. Cook (SEAL)

Emma Cook (SEAL)

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 22nd day of September, A. D. 1930, before me the undersigned a Notary Public in and for said County and State, came J. W. Cook and Emma Cook his wife

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

Legal Seal (SEAL)

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

P. C. Jones

Notary Public.

(My commission expires February 27th, 1932.)

Recorded March 11<sup>th</sup> 1933  
 \$ 50.00  
 Indexed of J. W. Cook  
 the sum of \$ 200.25  
 satisfaction of this within mortgage.  
*Chas. E. Combs*  
 Register of Deeds.